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

**ISSUED BY**

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

**ISSUED TO**

**FLINT CULTURAL CENTER ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**FLINT CULTURAL CENTER ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2019**

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## **Contract to Charter a Public School Academy**

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Flint Cultural Center Academy (the “Academy”), to be effective July 1, 2019, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### **ARTICLE I**

#### **DEFINITIONS**

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

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Accountability Plan** means a Community District accountability plan established, implemented, and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- d) **Applicable Law** means all state and federal law applicable to public school academies.
- e) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- f) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- g) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- h) **Charter School** means public school academy.
- i) **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.

- j) **Community District** means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- k) **Conservator** means an individual appointed by the University President in accordance with Section 10.10 of these Terms and Conditions.
- l) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- m) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- 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 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is

consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

- q) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- r) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- 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 Order 2017-05 and codified at MCL 388.1282.
- w) **State School Reform/Redesign Officer** means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- x) **Superintendent** means the Michigan Superintendent of Public Instruction.
- y) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- z) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 et seq.

- aa) **University Board** means the Grand Valley State University Board of Trustees.
- bb) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- cc) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- dd) **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.
- ee) **University President** means the President of Grand Valley State University or his or her designee.

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

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

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

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

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

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

with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## ARTICLE II

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

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

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

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

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

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

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

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her



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

Section 2.5. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. This fee may also be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

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

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

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

Section 2.9. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

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

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

Section 2.12. Charter Schools Office Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the

Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Office Director as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Office Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Office Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Office Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Office Director. By not disapproving a proposed transaction, the Charter Schools Office Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

### **ARTICLE III**

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

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

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

Section 3.3. Academy Board Members Serve in their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or

designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board at any time.

## **ARTICLE IV**

### **PURPOSE**

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

## **ARTICLE V**

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

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

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

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

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

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. 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, or not issue a new contract at the end of the Contract, or revoke the Contract.

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

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

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

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

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

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in

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

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

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

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

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

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

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



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

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

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

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

Section 6.17. Academy Site is Former Site of Closed Community School District School: State School Reform/Redesign Officer Approval Required. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last 3 years, then the University Board shall not issue the Contract unless (a) the new Academy site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the application process.

Section 6.18. New Public School Academies Located within the Boundaries of a Community District. If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, 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 will have a substantially different governance, leadership, and curriculum than the public school previously operating at that site:

- 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), of the public schools in this State that the State School Reform/Redesign Office has determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.

- b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years;
- c) The Academy's proposed site is not 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.

Section 6.19. Community District Accountability Plan. If any part of the Academy's proposed school site(s) is located within the geographical boundaries of a Community District, then the Academy shall comply with the Accountability Plan. This provision shall not apply if a statewide accountability system is enacted into law replacing the Accountability Plan.

Section 6.20. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

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

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

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

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings

Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

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

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

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy’s borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers’ Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

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

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

## **ARTICLE IX**

### **AMENDMENT**

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

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

Section 9.3. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the University President or Designee after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Licensing and Regulatory Affairs, Corporate Division.

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

with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.4.

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

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

Section 9.7. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

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

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

resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

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

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than six (6) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the State School Reform/Redesign Officer, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer or appointing a Chief Executive Officer to take control of the Academy site(s);

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

(iii) the imposition of a school improvement plan by the State School Reform/Redesign Officer following the rescission of the State's Automatic Closure Notice, as defined in Section 10.7.

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

(d) Automatic Termination for Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the

initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

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

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; or (v) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The

University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

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

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

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

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with



the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;

- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.16 of the Terms and Conditions.

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

- a) Notice of Intent to Revoke. The CSO Director, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of

Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy.

Reconstitution of the Academy does not prohibit the State School Reform/Redesign Officer from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s). If, however, the Academy is located within the boundaries of the Community District and an Accountability Plan is in place, the CSO shall notify the State School Reform/Redesign Officer of the Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not subject to automatic closure by the State School Reform/Redesign Officer under the Accountability Plan.

- 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 Michigan Department of Education.

- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.
- 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 or Placed in State School Reform/Redesign District; Economic Hardship Termination. Except as otherwise noted in this Section, if the University Board is notified by the State School Reform/Redesign Officer that either (i) an Academy is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), or (ii) an Academy site is being placed in the State School Reform/Redesign District ("State's Reform District Notice") pursuant to section 1280c(6) of the Code, MCL 380.1280c(6), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice or the State's Reform District Notice. If the State's Automatic Closure Notice or State's Reform District Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which either the State's Automatic Closure Notice or the State's Reform District Notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

If the Charter Schools Office Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, then the Charter Schools Office 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, the State's Reform District Notice, or an Economic Hardship Termination under this Section 10.7.

Following receipt of the State's Automatic Closure Notice or State's Reform District 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 or the State's Reform District Notice, including the granting of any hardship exemption rescinding the State's Automatic Closure Notice, shall be directed to the State School Reform/Redesign Officer, in a form and manner determined by that State School Reform/Redesign Office or the Michigan Department of Education.

If the State School Reform/Redesign Officer rescinds the State's Automatic Closure Notice for an Academy site or sites, the Academy is not required to close the identified site(s), but shall present to the CSO the proposed Contract amendments incorporating the State School Reform/Redesign Officer's school improvement plan for the identified site(s).

Section 10.8. Material Breach of Contract. If the University Board receives notice that (i) an order has been issued by the State School Reform/Redesign Officer under Section 1280c(2) of the Code, MCL 380.1280c(2), placing an Academy site or sites under the supervision of the State School Reform/Redesign Officer; or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of an Academy site or sites pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Office Director may, at his or her discretion, deem such actions a material breach of this Contract. If the Charter Schools Office Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Officer Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan within thirty (30) days that is acceptable to the Charter Schools Office Director. In addition to other matters, the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to section 1280c of the Code, MCL 380.1280c.

The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to revoke, terminate, or suspend this Contract. If the Charter Schools Office Director determines that the Academy is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to the University, the Charter Schools Office Director shall recommend that the University Board terminate the Contract at the end of the current school year. If the University Board approves to terminate the Contract under this Section 10.8, the Contract shall be terminated at the end of the current school year without any further

action of either party. If this Contract is terminated pursuant to this Section 10.8, the termination and revocation procedures in Section 10.2 and Section 10.6 shall not apply.

Section 10.9. 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 10.9. This Section 10.9 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 10.10. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- b) institute and defend board actions by or on behalf of the Academy;
- c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- d) hire, fire, and discipline employees of the Academy;
- e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;

- f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and
- g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

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

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

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

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers' Compensation or Worker' Compensation without employees (this is considered minimum premium, "if any" insurance) (statutory limits) and Employers' Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);

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

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

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

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

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

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.



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

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; Compliance with School Safety 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 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 State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

- a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This does not prohibit the Academy Board from:
  - i. for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;
  - ii. providing the information to a person or entity as necessary for standardized testing that measures a student's academic progress and achievement; or

- iii. providing the information as necessary to a person that is providing educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- b) The terms “education records” and “personally identifiable information” shall have the same meaning as defined in 34 CFR 99.3.

Section 11.27. Disclosure of Information to Parents and Legal Guardians.

- a) Within thirty (30) days after receiving a written request from a student’s parent or legal guardian, the Academy shall disclose without charge to the student’s parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student’s education records.
- b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student’s parent or legal guardian, the Academy shall disclose to a student’s parent or legal guardian without charge any personally identifiable information provided to any person, agency, or organization. The Academy’s disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
  - i. to the Department or CEPI;
  - ii. to the student’s parent or legal guardian;
  - iii. by the Academy to the University or to the educational management organization that has an educational service provider agreement that has not been disapproved by the University;
  - iv. by the Academy to the Academy’s intermediate school district or another intermediate school district providing services to the Academy or the Academy’s students pursuant to a written agreement;
  - v. to the Academy by the Academy’s intermediate school district or another intermediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
  - vi. to the Academy by the University;
  - vii. to a person, agency, or organization with written consent from the student’s, parent or legal guardian, or from the student if the student is at least 18 years of age;



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

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

- a) the Academy shall do all of the following:
- i. Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
  - ii. Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more of the Uses.
  - iii. Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
  - iv. If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.
- b) The terms "directory information" shall have the same meaning as defined in 34 CFR 99.3.

Section 11.29. Partnership Agreement. If an Academy site is listed as a Priority School on the list of lowest performing schools prepared by the Michigan Department of Education, and the Superintendent proposes a Partnership Agreement with the Academy, the Academy shall work with the Charter Schools Office to finalize an agreement that is acceptable to the Michigan Department of Education, the Academy, and the Charter Schools Office. The Partnership

Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as Schedule 8. The Contract amendment shall also include any other amendments to this Contract that are required to ensure the Partnership Agreement is consistent with this Contract.

Section 11.30. Data Breach Response Plan. Within one year after the effective date of this Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws.

## **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:

Flint Cultural Center Academy  
Attn: Board President  
1200 Robert T. Longway Blvd.  
Flint, MI 48503

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 1, 2019, and shall remain in full force and effect for seven (7) years until June 30, 2026, unless sooner terminated according to the terms hereof.

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

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.

- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.

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

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2019, then this Contract is automatically terminated without further action of the parties.

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 Applicable Law.

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

**[INTENTIONALLY LEFT BLANK]**

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

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By: 

University President or his/her designee

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

FLINT CULTURAL CENTER ACADEMY

By: 

Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**





CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON NOVEMBER 2, 2018:

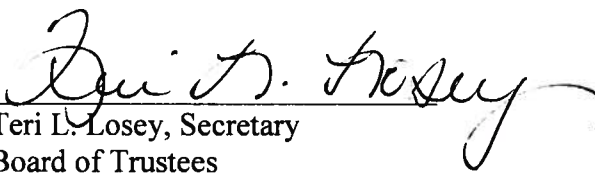
Name Change – Flint Cultural Center STEAM Academy

WHEREAS, the Board of Trustees, at its meeting on April 28, 2017, approved the issuance of a charter contract to Flint Cultural Center STEAM Academy ("Academy"); and

WHEREAS, the Academy requests a name change to Flint Cultural Center Academy;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 9th day of November 2018.

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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 28, 2017:

Authorization of Flint Cultural Center STEAM Academy 6a Contract

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Flint Cultural Center STEAM Academy ("Academy"), located at 1310 E. Kearsley, Flint, MI 48503, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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

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

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

shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

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

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

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

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

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

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

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


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

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

|                  |                                    |
|------------------|------------------------------------|
| Jarret Haynes    | 2 year term expiring June 30, 2019 |
| John B. Henry    | 2 year term expiring June 30, 2019 |
| Rodney Lontine   | 3 year term expiring June 30, 2020 |
| Kathryn Schwartz | 3 year term expiring June 30, 2020 |
| Todd Slisher     | 3 year term expiring June 30, 2020 |

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 5th day of May 2017.

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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**



03



# MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

AC1

(FOR BUREAU USE ONLY)

OCT 18 2018

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

TransInfo:1 23228356-1 10/17/18

Chk#: 34519 Amt: \$10.00

ID: 802001954

Name

Gary J. Collins; Collins &amp; Blaha, P.C.

Address

31440 Northwestern Highway, Suite 170

City

Farmington Hills

State

MI

ZIP Code

48334

EFFECTIVE DATE:

FILED

OCT 23 2018

ADMINISTRATOR  
CORPORATIONS DIVISION

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

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

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

1. The present name of the corporation is:

Flint Cultural Center STEAM Academy

2. The identification number assigned by the Bureau is: 802001954

3. All former names of the corporation are:

Flint Arts, Science and Technology Academy

4. The date of filing the original Articles of Incorporation was: August 15, 2016

RECEIVED

OCT 29 2018

COLLINS &amp; BLAHA, P.C.

UP



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

## ARTICLE I

The name of the corporation is: Flint Cultural Center 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: None  
b. The description and value of its personal property assets are: 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 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: Gary J. Collins

2. The address of the registered office is:

Collins & Blaha, P.C.  
31440 Northwestern Highway, Suite 170  
Farmington Hills, Michigan 48334

## ARTICLE V

The name and address of the incorporator is as follows:

Gary J. Collins

Collins & Blaha, P.C.  
31440 Northwestern Highway, Suite 170  
Farmington Hills, Michigan 48334

## 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 an 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.

Subsection (e) of the preceding paragraph shall not apply to a director, officer, or employee of the Academy's founding institutions: the Flint Cultural Center Corporation; the Flint Institute of Arts; the Flint Institute of Music; The Whiting; Sloan Museum; Longway Planetarium; and the Flint Public Library. However, the Academy Board shall comply with all applicable conflict of interest laws, including but not limited to Section 1203 of the Revised School Code, being Section 380.1203 of the Michigan Compiled Laws, which requires a member of the board of a directors of a public school academy who believes or has reason to believe that he or she has a conflict of interest with regard to a contract or other financial transaction to abstain from voting on the matter and to disclose the specific conflict of interest to the board.

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

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

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

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

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

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

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

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

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

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

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

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 the 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 officer, except liability for any of the following:

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

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

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

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

### **ARTICLE XIII**

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

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

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

### **ARTICLE XIV**

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

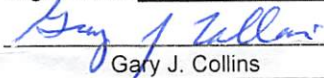
### **ARTICLE XV**

The 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.

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

- a. ☒ These Restated Articles of Incorporation were duly adopted on the 10th day of October, 2018, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

Signed this 10th day of October, 2018

  
\_\_\_\_\_  
Gary J. Collins

(Signatures of a Majority of Incorporators; Type or Print Name Under Each Signature)

- b. ☐ These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in accordance with the provisions of section 641 of the Act: (check one of the following)

- ☐ by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.
- ☐ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Title)

## **SCHEDULE 3**

## **BYLAWS**



**BYLAWS  
OF  
FLINT CULTURAL CENTER ACADEMY**

**ARTICLE I  
FLINT CULTURAL CENTER ACADEMY**

This organization shall be called Flint Cultural Center Academy (the “Academy” or the “corporation”).

**ARTICLE II  
FORM OF ACADEMY**

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

**ARTICLE III  
OFFICES**

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

Section 2. Registered Office. The registered office of the Academy shall be 31440 Northwestern Highway, Suite 170, Farmington Hills, Michigan 48334. 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 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 the 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.

Subsection (e) of the preceding paragraph shall not apply to a director, officer, or employee of the Academy’s founding institutions: the Flint Cultural Center Corporation; the Flint Institute of Arts; the Flint Institute of Music; The Whiting; Sloan Museum; Longway Planetarium; and the Flint Public Library. However, the Academy Board shall comply with all applicable conflict of interest laws, including but not limited to Section 1203 of the Revised School Code, being Section 380.1203 of the Michigan Compiled Laws, which requires a member of the board of a directors of a public school academy who believes or has reason to believe that he or she has a conflict of interest with regard to a contract or other financial transaction to abstain from voting on the matter and to disclose the specific conflict of interest to the board.

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

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

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

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

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

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

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

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 the Contract.

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public 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. Regular Meetings. The Academy Board shall hold a regular meeting during the month of May or June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the State of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be

the principal business office of the corporation in the State of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

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

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

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

## **ARTICLE VI COMMITTEES**

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 officer 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

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

## **ARTICLE IX INDEMNIFICATION**

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

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

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**

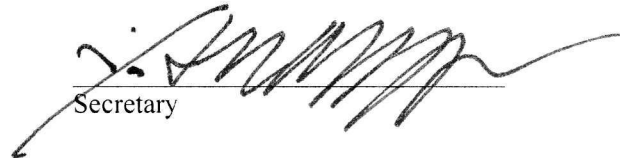
These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for 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 Academy 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 October 22, 2018.

  
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 Flint Cultural Center Academy ("Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

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

## ARTICLE III

### STATE DUTIES

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

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

## ARTICLE IV

### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgement 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  
Deborah M. Roberts, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: November 15, 2018

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**



**Public School Academy / School of Excellence**  
**Master Calendar of Reporting Requirements**  
**July 1, 2019 – June 30, 2020**

| DUE DATE    | REPORT DESCRIPTION  | SUBMIT TO: |
|-------------|---|------------|
| July 2      | Board Adopted 2018-2019 School Calendar/School Day Schedule.  | CSO        |
| July 2      | Board adopted Annual Calendar of Regularly Scheduled Meetings for 2018-2019   | CSO        |
| July 2      | Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2018-2019.   | CSO        |
| July 2      | Copy of Notice of Public Hearing for Annual Operating Budget for 2018-2019.   | CSO        |
| July 2      | Copy of Parent Satisfaction Survey and Results from 2017-2018, if applicable.   | CSO        |
| July 25     | DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2016-2017 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).   | CSO        |
| August 3    | Annual Organizational Meeting Minutes for 2018-2019.  | CSO        |
| August 3    | Board Resolution appointing Chief Administrative Officer for 2018-2019. Must be a board member.   | CSO        |
| August 3    | Board Resolution appointing Freedom of Information Act Coordinator for 2018-2019.   | CSO        |
| August 3    | Board Designated Legal Counsel for 2018-2019.   | CSO        |
| August 29   | 4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.  | CSO        |
| September 6 | Organizational Chart for 2018-2019.   | CSO        |
| September 6 | Board approved Student Handbook 2018-2019.  | CSO        |
| September 6 | Board approved Employee Handbook 2018-2019.   | CSO        |
| September 6 | Copy of School Improvement Plan covering 2018-2019 academic year.   | CSO        |
| September 6 | School Information Update- See Epicenter Task for template  | CSO        |
| October 3   | Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>  | CSO        |
| October 3   | Staff Roster (GVSU Format)  | CSO        |
| October 3   | Annual Nonprofit Corporation Information Update for 2017.   | CSO        |
| October 11  | Unaudited Count Day Submission.   | CSO        |
| October 11  | Criminal History Record Registration- New Schools   | CSO        |
| October 11  | DS-4898 PSA Preliminary Pupil Membership Count for September 2018 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date). | CSO        |
| October 30  | Audited Financial Statements for fiscal year ending June 30, 2018. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.   | CSO        |

| DUE DATE       | REPORT DESCRIPTION   | SUBMIT TO: |
|----------------|--|------------|
| October 30     | Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2018, 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, 2018, 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     | 1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.   | CSO        |
| November 14    | Special Education Population Data request sheet.   | CSO        |
| January 7      | Staff Roster (GVSU Format)   | CSO        |
| January 30     | 2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.   | CSO        |
| January 30     | Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .   | CSO        |
| January 30     | Board Member Annual Conflict of Interest   | CSO        |
| February 21    | Winter Count Day Submission.   | CSO        |
| March (TBD)    | Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).   | CSO        |
| March 27       | Special Education Population Data request sheet.   | CSO        |
| <b>April 1</b> | <b>Special Education: Maintenance of Effort (MOE) Eligibility Test submitted through Catamaran. Please download PDF or Excel and submit.</b>   | <b>CSO</b> |
| April 26       | 3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.   | CSO        |
| May 15         | Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2019-2020. Must include board approved offered seat schedule.  | CSO        |
| June 3         | Certificate of Boiler Inspection covering years 2019-2020.   | CSO        |
| June 27        | Board Approved Amended Budget for 2018-2019 fiscal year (or statement that budget has been reviewed and no amendment was needed).  | CSO        |
| June 27        | 2018-2019 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .   | CSO        |
| June 27        | Board adopted Letter of Engagement for year ending June 30, 2019, independent financial audit.   | CSO        |
| June 27        | Food service license expiring 04/30/2020.  | CSO        |

| DUE DATE | REPORT DESCRIPTION                               | SUBMIT TO: |
|----------|--|------------|
| June 27  | Special Education Population Data request sheet. | CSO        |

## Ongoing Reporting Requirements July 1, 2019 – June 30, 2020

*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 2011-2012 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 <i>Amended</i> Budget and General Appropriations Resolution.   | CSO                   |
| 10 days of receipt                    | Correspondence received from the Michigan Department /State Board of Education requiring a formal response.  | CSO                   |
| 10 days of receipt                    | Correspondence received from the Health Department requiring a formal response.  | CSO                   |
| 10 days of receipt                    | Written notice of litigation or formal proceedings involving the Academy.  | CSO                   |
| 30 days prior to board execution      | Board proposed draft Educational Management Company Agreements or Amendments thereto.  | CSO                   |
| 5 business days of receipt            | Request and Responses to Freedom of Information Requests.  | CSO                   |

## Original/Subsequent Board Policy Reporting Requirements July 1, 2019 – June 30, 2020

*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 <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required. | CSO        |
| Communicable Disease Curriculum (including minutes of board approval).   | CSO        |
| Job Descriptions for all employee groups   | CSO        |
| REQUIRED BOARD POLICIES  |            |
| <b>Board adopted Purchasing Policy</b> (date of approval).<br>Reference: MCL 380.1267, MCL 380.1274  | CSO        |
| <b>Use of Medications Policy</b> (date of approval).<br>Reference: MCL 380.1178, 380.1178a, 380.1179   | CSO        |
| <b>Harassment of Staff or Applicant Policy</b> (date of approval).<br><b>Harassment of Students Policy</b> (date of approval)<br>Reference: MCL 380.1300a  | CSO        |
| <b>Search and Seizure Policy</b> (date of approval).<br>Reference: MCL 380.1306  | CSO        |
| <b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval).<br>Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402   | CSO        |
| <b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b><br>Reference: MCL 380.1137   | CSO        |
| <b>Board Member Reimbursement of Expenses Policy</b> (date of approval).<br>Reference: MCL 380.1254; MCL 388.1764b   | CSO        |
| <b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299   | CSO        |
| <b>Electronic or Wireless Communication Devices Policy</b> (date of approval).   | CSO        |

|   |     |
|---|-----|
| <b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval).<br>Reference: MCL 324.8316, 380.1256  | CSO |
| <b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval)<br>Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. | CSO |
| <b>Academy Deposit Policy</b> (date of approval).<br>PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract  | CSO |
| <b>Parental Involvement Policy</b> (date of approval).<br>Reference: MCL 380.1294   | CSO |
| <b>Wellness Policy</b> (date of approval).<br>Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773  | CSO |
| <b>Corporal Punishment Policy</b> (date of approval).<br>Reference: MCL 380.1312(8)&(9);  | CSO |
| <b>Anti-Bullying Policy (Matt's Safe School Law)</b> (date of approval).<br>Reference: MCL 380.1310b  | CSO |
| <b>Cardiac Emergency Response Plan</b> (date of approval).<br>Reference: MCL 29.19  | CSO |

## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2019 – June 30, 2020

*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. |
| <b>August</b>                           | <b>4094 Transportation Report from 2017-2018.</b>  | <b>CEPI (online)</b>    |
| September                               | SE-4096 Special Education Actual Cost Report (Contact ISD for due date).   | ISD                     |
| <b>Sept.</b>                            | <b>*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</b>  | <b>Catamaran</b>        |
| 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                                 | <b>Special Education Count on MI-CIS.</b> Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date). | ISD                     |
| December 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    |
| <b>January</b>                          | <b>*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.</b>   | <b>Catamaran</b>        |

| DUE DATE                      | REPORT DESCRIPTION   | SUBMIT TO:                |
|-------------------------------|--|---------------------------|
| Feb 1                         | Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above. | Local Health Dept.        |
| Feb                           | Supplemental Student Count for State Aid F.T.E.  | No submission required.   |
| March                         | FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).   | MDE                       |
| March                         | MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)   | ISD, CEPI                 |
| <b>March</b>                  | <b>Special Education: Maintenance of Effort (MOE) Eligibility Test.</b>  | <b>Catamaran (online)</b> |
| 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.   |
| <b>May</b>                    | <b>*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.</b>  | <b>Catamaran</b>          |
| 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                      |
| <b>June</b>                   | <b>4107 – Bus inventory</b>  | <b>CEPI (online)</b>      |

\*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 CONTACT

This Services Contract ("Contract") is made and entered into as of January 1, 2019 by and between Genesee Education Consultant Services, Inc., a Michigan corporation, ("GECS") and The District, each a "Party" and collectively the "Parties".

### PREAMBLES

- A. Flint Cultural Center Academy (known as "The District" from this point forward) is authorized by the State of Michigan, pursuant to MCL 380.601a(2), to "enter into agreements or cooperative arrangements without entities, public or private, or join organizations as part of performing the functions of the intermediate school district."
- B. GECS is engaged in The District of providing non-instructional services to educational institutions

**NOW THEREFORE**, in consideration of the mutual promised and benefits contained herein, the Parties agree as follows:

### ARTICLE I CONTRACT DURATION AND TERMINATION

1. **Term.** This Contract shall commence as of January 1, 2019.
2. **Termination of Contract.** Either party may terminate the Contract with thirty (30) days advance notice or sooner upon mutual written agreement. Upon termination of this Contract, The District will pay GECS for Services provided up to and including the date set for termination. Any amounts remitted by The District to GECS in excess of the pro-rata charges for Services provided by GECS up to and including the date set for termination will be returned to The District by GECS. Notice of intent to terminate the Contract must be delivered by registered mail.
  - a. Notwithstanding anything to the contrary, if either party violates a provision of this Contract, and fails to remedy the violation within fifteen (15) business days after receiving written notice from the other party detailing the default, the non-violating party may terminate the Contract without liability. Either party's acceptance of a past violation does not waive its right to terminate the Contract for any future violation not cured within fifteen (15) days or for any material breach as provided for in subsection (b) hereof.
  - b. The District, without liability, may terminate the Contract immediately upon a material breach by GECS, said material breach shall include, but not be limited to:

- i. Inability to provide the Services as specified in Appendix A to the level that The District is presently accustomed to, and
  - i. Failure to comply with any applicable state or federal law or state or federal regulation
- c. **If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties.**
- d. **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 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.**

## ARTICLE II

### **DESCRIPTION AND PROVISIONS OF GECS SERVICES**

1. **Description of Services.** GECS hereby agrees to provide Services as specified in Appendix A under the terms and conditions contained therein and pursuant to this Contract ("Services"). Services provided under Appendix A may be amended, added to, or subtracted from upon mutual agreement of the parties.
2. **Services Personnel.** GECS shall furnish to The District the names of all primary personnel to be utilized by GECS in connection with the performance of the Services. Personnel assigned by GECS to perform Services for The District shall be experienced, fully qualified, and certified or licensed as or when legally necessary to perform the Services pursuant to and in conformance with the provisions of the Michigan Revised School Code.
3. **Standard of Services.** GECS shall be responsible that the individuals which GECS assigns to perform Services for The District adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.
4. **Background Checks.** Pursuant to the requirements of Sections 1230 and 1230a of the Revised School Code, GECS shall perform a criminal history check through the Michigan

State Police, as well as, a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by GECS to regularly and continuously work in any of The District facilities or at program sites where The District delivers educational programs and Services. GECS agrees that it shall not assign any of its employees, agents or other individual to perform any Services under this Contract, where such individual would regularly and continuously work in The District facilities or program sites if such persons have been convicted of any offenses that would, in the judgement of The District, create a potential risk to the safety and security of students served by The District or employees of The District.

5. **Access to School Sites.** GECS shall enjoy access to The District facilities and sites to enable the performance of its obligations under the Contract. Such access shall include a license to enter District Property when necessary in the course of performing the Services specified herein. Such entry shall be undertaken in accordance with applicable The District policies.
6. **Employment Requests.** The District may request that an employee be removed from servicing The District. Such requests shall not be unreasonably denied. The District reserves the right to refuse the assignment of any employee of GECS. To provide Services under this Contract where any criminal record history, including pending criminal charges, or employment history for that employee indicate, in The District's judgement, unfitness to provide said Services.
7. **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.
8. **Compliance with Section 503c.** On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aide Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.
9. **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.

### **ARTICLE III**

### **RELATIONSHIP OF PARTIES**

1. **Independent Contractor.** In the provision all Services hereunder, GECS shall be regarded at all times as performing Services as an independent contractor of The District. Consistent with that status, GECS reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this contract and The District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by GECS in providing Services.
2. **GECS as Employer.** GECS shall be regarded as the legal employer, as the term is used under state and federal law, for all employees assigned by GECS to provide Services under this Contract. GECS shall have the sole responsibility and authority to hire, assign, supervise, evaluate, and terminate any personnel assigned by GECS to do work at The District. The Parties agree that all persons assigned by GECS to provide Services hereunder shall never be considered as employees, agents or contractors of The District for any purpose or at any time.
3. **Employment Claims to GECS.** GECS shall be responsible for the answering, defending, and/or resolution of any and all claims arising from the assignment and provision of Services by GECS employees under this Contract.
  - a. Claims shall include, but not limited to: actions before the Michigan Employment Relations Commission; the National Labor Relations Board; unemployment compensation actions; claims and grievances for breach of contract, any other claims or actions of any nature arising from or out of the provisions of Services provided hereunder by GECS or any employee, agent of contractor of GECS.
  - b. All costs, legal fees and liabilities incurred in connection with any claim or action or any judgement resulting under this Section shall be the sole and exclusive responsibility of GECS.
4. **Non-Exclusive Services.** The District does not agree to use GECS exclusively for the provision of Services hereunder or for any other services otherwise. It is understood and acknowledged that The District is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance or the obligations of the Parties under this Contract.
5. **GECS Taxation Responsibilities.** GECS shall be responsible for any taxation consequences to it or its employees as a result of GECS engagement under this Contract. GECS shall be responsible, as legally required, to report as income its compensation received from The District. GECS shall make, on behalf of itself and its employees, including its employees performing Services, all requisite tax filing and payments to the appropriate federal, state, and local tax authorities. No part of compensation to GECS under this Contract shall be subject to withholding by The District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. GECS agrees to indemnify and hold The District harmless from any and all such claims.

## **ARTICLE IV**

### **INVOICE AND PAYMENT**

1. **Administrative Fee.** The Administrative Fee is calculated on the gross pay of all employee dedicated to providing Service of The District pursuant to this Contract and will be include with each bi-weekly payroll submission. The Administrative Fee and Reimbursable Expenses will be included in Appendix B.

Notwithstanding the above, GECS shall have the right to adjust the Administrative Fee in excess of that above stated amount in the event there is an increase in any employment related tax and from any federal, state, or local government entity. The Administrative Fee shall only be increased by that exact percentage necessary to cover and reimburse GECS for that increase in tax that it has incurred. The increase may only be applied at the point in which the tax or rate increase will take effect.

GECS shall also have the right the request additional deposit money when the Service Deposit amount for The District falls below 7% of the estimated annual payroll amount for each employee assigned to provide Services under Appendix A.

2. **Reimbursable Expenses.** GECS may charge The District for all expenses reasonably and actually incurred, necessary for the provision of Services under this Contract. The list and types of reimbursable expenses will be listed in Appendix B. The list of reimbursable expenses or the amount of expenses may be modified in writing by mutual consent should conditions or situations change. Mutually accepted reimbursable expenses may include but not limited to pre-employment drug testing, pre-employment physical examination, random drug and alcohol testing, annual physicals or other district, itemized training component, state and/or federally mandate requirement.
3. **Invoice Procedure.** GECS shall submit invoices to The District bi-weekly in such detail as The District shall reasonably require.  
Said invoices shall be for the following:
  - a. Gross pay to Employees for work performed pursuant to Appendix A.
  - b. Other incurred, approved expenses, including but not limited to Reimbursable Expenses, as delineated in Appendix B.
  - c. Administrative Fee as calculated in Appendix B.
3. **Payment.** The District will remit payment via ACH transfers on invoices within forty-eight (48) hours of the receipt of said invoice. The District acknowledges the importance of prompt payment of amounts owed to GECS and will ensure prompt payment even when such payment is required during school vacations or other such times when school is not in session.

Payment not received within thirty (30) calendar days after receipt of invoice will be subject to an additional service charge in the amount of .0110% compounded daily (4% APR). If The District disputes the accuracy of any invoice delivered by GECS, The District shall, within thirty (30) days of receipt, deliver a written notice and explanation of such



dispute to GECS. GECS shall meet with The District to review the invoice and account within ten (10) business days. Nothing in this subsection shall excuse payment by The District according to Section 4 above.

4. **Service Deposit.** For each employee assigned to provide Services under Appendix A, The District shall place on deposit with GECS a sum equal to 1/10th the estimated annual gross pay for that employee ("Service Deposit"). Said deposit shall be placed with GECS within five (5) calendar days of said employee's assignment under Appendix A. GECS will refund the respective Service Deposit upon the termination of that employee's provision of Services under Appendix A once all invoiced payrolls and Administrative Fees for that employee have been paid.

6. **GECS Services Costs.** GECS shall have full responsibility for compensating the employees, including but not limited to issuing payroll checks and making all necessary deductions from Employee's pay, including state and federal withholding tax, and providing various insurance premiums and other benefits, if any, which may be paid wholly or partially by the employee.

- a. GECS shall make the necessary payroll reports and payments to governmental authorities.
- b. The District shall verify and authorize GECS employees' work records, consisting of time sheets and summaries, in a timely manner, as to permit GECS to accurately invoice The District. The District shall have the right upon written request to review the accounting of all items invoiced to it by GECS to ensure proper verification of billed amounts.

## **ARTICLE V**

### **INDEMNIFICATION, ARBITRATION AND INSURANCE**

1. **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 if 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.**

2. **Arbitration.** Any dispute, controversy, or claim arising out of or relating to this Contract, including but not limited to, breach, termination, or invalidity of agreement, whether arising in contract, tort, or otherwise, shall at the request of any party be resolved in binding arbitration. This arbitration shall proceed in accordance with Arbitrator Provisions of the Michigan Revised Judicature Act of 1961, MCL 600.5001-5035 (the "Arbitrator Act"), and the current Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association ("AAA") to the extent that the Arbitration Act and the Arbitration Rules do not conflict with any provision of this Subsection.

- a. No provision of or the exercise of any rights under this Subsection shall limit the right of any party to seek and obtain provisional or ancillary remedies (such as injunctive relief, attachment, or the appointment of a receiver) from any court having jurisdiction before, during, or after the pendency of an arbitration proceeding under this Section. The institution and maintenance of any such action or proceeding shall not constitute a waiver of the right of any party, including the party taking the action or instituting the proceeding, to submit a dispute, controversy, or claim to arbitration under this Section.
- b. Any award, order, or judgment made pursuant to arbitration shall be deemed final and may be entered in any court having jurisdiction over the enforcement of the award, order, or judgment. Each party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such award, order, or judgment.
- c. The arbitration shall be held before one arbitrator knowledgeable in the general subject matter of the dispute, controversy, or claim and selected by the AAA in accordance with the Arbitration Rules.
- d. In any arbitration proceeding under this Subsection, subject to the award of the arbitrator(s), each of the parties shall pay all its own expenses, an equal share of the fees and expenses of the arbitrator, and, if applicable, the fees and expenses of its own appointed arbitrator. The arbitrator(s) shall have the power to award recovery of costs and fees (including reasonable attorney fees, administrative and AAA fees, and arbitrators' fees) among the parties as the arbitrator(s) determine to be equitable under the circumstances.
- e. The interpretation and construction of this Subsection, including, but not limited to, its validity and enforceability, shall be governed by the Arbitration Act, notwithstanding the choice of law set forth in Section D(3)

of this Contract.

3. **Compliance.** GECS shall be responsible for complying with all applicable local, state and federal laws and regulations, including, but not limited to all applicable employment related requirements. GECS shall fully comply with all equal employment laws as well as all work place safety laws.

4. **Insurance to be maintained by GECS.** The following insurance shall be maintained by GECS during the term of this Contract. GECS shall, upon request of The District, provide satisfactory evidence that such insurance is in effect:

- a. Workers' Compensation Insurance is required by law. Said policy shall contain an endorsement providing that The District shall receive thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change.
- b. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or single limit, for personal injury, bodily injury and property damage liability. Said policy shall also contain an endorsement providing that The District shall receive thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change.
- c. For each insurance policy carried by GECS in regards to this Contract, GECS shall designate The District an additional insured or ensure that each insurance policy contains a provision that states the insurance carrier agrees to indemnify, defend and hold harmless The District, its Board, employees and agents from and against all claims, causes of action, loss, and damage, including without limitation The District actual attorneys' fees and costs, arising out of or in any way related to provision of Services hereunder. The insurance shall provide that it cannot be canceled, or materially altered without thirty (30) days prior written notice to The District.

**ARTICLE VI**  
**CONFIDENTIALITY/COPYRIGHT**

1. **Copyright Compliance.** GECS shall advise The District of any and all programs or materials used or recommended for use by GECS to perform the Services that are subject to any copyright restrictions or requirements. In the event GECS shall fail to so advise The District and as a result of GECS use of any such programs or materials under this Contract, The District is found to be in violation of any copyright restrictions or requirements, or if The District shall be alleged to be in violation of any such copyright restrictions or requirements, GECS shall indemnify, defend and hold harmless The District against any such actions or claims brought by the copyright claimant.

2. **Confidentiality.** GECS shall observe the policies and directives of The District to preserve the confidentiality of The District records and information, including student records and student record information, to the extent that GECS (its employees and agents) are permitted to access such records or information. GECS agrees that it shall direct its employees to observe and hold them accountable for compliance with the policies of the District pertaining to the confidentiality of student records and student record information under, without limitation, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), 20 USC 1232g; 34 CFR 99; the Individuals with Disabilities Education Act ("IDEA"), 20 USC 1401, et seq., 34 CFR 300.610 – 300.626; and Section 504 of the Rehabilitation Act of 1973, 29 USC 794(a); 34 CFR 104.36, as well as the regulations implementing each of those enactments

3. **Proprietary information.** GECS will not disclose proprietary information to any third party, and will use such information only on behalf of The District as The District may authorize. Proprietary information shall include all confidential information disclosed to GECS by The District and all confidential information concerning The District which is acquired by GECS in performing the Services described herein. Proprietary information does not include any information which at the time of disclosure is in the public domain, or which enters the public domain after disclosure except by wrongful means or by breach of this Contract. To the extent permitted by law, The District will not disclose proprietary information of GECS to any third party and prior to responding to requests under the Freedom of Information Act, The District will endeavor to notify GECS to determine if the information requested is applicable under FOIA or eligible for exemption

4. **Compliance with The District Policies.** Notwithstanding any other obligations set forth in this Article, GECS shall ensure that all employees assigned by GECS to provide Services under this Contract shall comply with any and all policies or regulations set by The District applicable to the provision of said Services including, but not limited to:

- a. Child abuse and neglect reporting,
- b. Sexual Harassment,
- c. Communicable diseases,
- d. Alcohol/Controlled Substance possession and use, and
- e. Non-Discrimination

Before any Services are provided hereunder, The District shall provide GECS a copy of all applicable policies and regulations. Failure to provide said policies and regulations shall release GECS from any and all liability arising under any breach of said policies or regulations until such

time as they are provided.

## **ARTICLE VII**

### **MISCELLANEOUS**

1. **Non-Assignment.** This Contract shall not be assigned, or subcontracted, in whole nor in part, without the prior written consent of the other party, but in no case shall such consent change the terms of the Contract.
2. **Entire Contract.** This Contract, and any Appendices or exhibits attached hereto or incorporated by reference, constitute the entire Contract between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.
3. **Amendments.** None of the terms and provisions of this Contract or its Appendices A and B, may be modified or amended in any way except by an instrument in writing executed by authorized representatives of GECS and The District.
4. **Non-Waiver.** Failure by either party to enforce or insist upon compliance with any of the terms or provisions of this Contract shall not constitute a general waiver or relinquishment of any term or provision of this Contract.
5. **Non-Discrimination.**
  - a. **Employment Discrimination.** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status.
  - b. **No Service Discrimination.** The Parties shall not discriminate against any student or other recipient of service under this Contract due to race, color, religion, sex, national origin, or disability in the delivery of Services rendered under this Service Contract.
6. **Safety.** The District will provide each GECS employee with written safety procedures for assigned area, including, but not limited to, procedures to follow in the event of tornados or natural disasters, presence of hazardous materials, presence of pathogens borne by blood or other fluids, power failures, and other safety threats. GECS will provide training to its employees on measures for performing their assigned duties for The District and shall assure, to the extent under control, a safe working environment
7. **Notices.** Unless otherwise provided in this Contract or upon agreement of the parties, all notices, requests, demands and other communications shall be in writing, sent registered mail, return receipt requested, and are effective upon receipt to the addresses set forth below. The District or GECS may from time to time designate any other address for this purpose by providing written notice to the other Party.

- a. **To Flint Cultural Center Academy** - All required notices shall be delivered to:

**Flint Cultural Center Academy**  
1200 Robert T Longway Blvd.

- b. **To GECS-** All required notices to GECS shall be delivered to:

Jeff Morgan, CEO  
Genesee Education Consultant Services  
G-6235 Corunna Road, Suite. C  
Flint, MI 48532

**8. Severability.** If any provisions of this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected, impaired or prejudiced thereby.

**9. Retirement Reopener.** In the event that the State of Michigan passes legislation which would require either GECS or The District to pay into the Michigan Public School Employees Retirement System for the employees provided by GECS, then the parties may reopen this Contract for possible modification, or may terminate the Contract upon not less than thirty (30) days written notice.

**10. Force Majeure.** Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Contract where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Contract; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of GECS or The District.

- a. The District has no obligation to make payments for the days in which GECS does *not perform Services under this Contract*

**11. Headings and Titles.** The headings in this Contract are for reference only and are not to be used to interpret the terms of the document.

**12. Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same Contract.

**13. No Third Party Beneficiary.** This Contract is enforceable only by The District or GECS.

No other person may enforce any of the terms contained in this Contract. Nothing in this Contract shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Contract.

This Contract has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that s/he is the signatory duly authorized to execute this Contract on behalf The District or GECS, as is respectively applicable.

**Genesee Education Consultant Services, Inc.**

Dated: Nov. 15, 2018  
By: Jeff Morgan  
Jeff Morgan  
Its: CEO

**Flint Cultural Center Academy**

Dated: Nov. 16, 2018  
By: Eric Lieske  
E. Lieske  
Its: CEO

## **APPENDIX A - SERVICES**

### **I. DESCRIPTION OF SITES**

**Flint Cultural Center Academy**  
**TBD**

**II. LIST OF SERVICES** GECS will provide the following services to The District.

Post school district job openings  
Schedule interviews  
Offer employment  
Hire of employees  
Complete new hire paperwork  
Keep personnel files on employees  
Payroll  
Review employment evaluations provided by school district with employee  
Provide termination forms (and procedures if necessary)

**III. FEE FOR PERFORMANCE OF SERVICES**

The District will pay GECS an administrative fee(s) for each position for which GECS is providing services. Details of the administrative fee(s) are included in APPENDIX B.

**APPENDIX B – SERVICE FEE & REIMBURSABLE EXPENSES**

**I. ADMINISTRATIVE FEE**

**The District will pay GECS the following administrative fees:**

**Deposit**

For each employee assigned to provide Services under Appendix A, The District shall place on deposit with GECS a sum equal to 1/10th the estimated annual gross pay for that employee (“Service Deposit”). Said deposit shall be placed with GECS within five (5) calendar days of said employee’s assignment under Appendix A. GECS will refund the respective Service Deposit upon the termination of that employee’s provision of Services under Appendix A once all invoiced payrolls and Administrative Fees for that employee have been paid.

**Service Fee**

1. The service fee of 17.00% is calculated on the gross pay of all employees dedicated to providing service The District pursuant to this contract and will be included with each bi-weekly payroll submission.



2. The general service fee for hiring custodians/maintenance/security is 20.50%
3. The general service fee for hiring school bus drivers 23%. All training and testing of school bus drivers will be the responsibility of the client district.
  - a. A 5% service fee for work related travel reimbursement including in-services
  - b. A 5% service fee for processing all expenses associated with overnight conference, including travel, registration fees, lodging and meals.
  - c. A 5% service fee for processing the total health insurance invoice per program and/or district
  - d. A 5% service fee for posting job opportunities on published venues other than the GECS website.

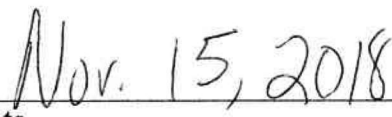
## **II. REIMBURSABLE EXPENSES**

In addition to payment of the administration fee, The District will reimburse GECS for the following reimbursable expenses as they occur, payable within 48 hours of submission:

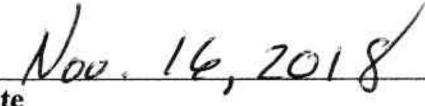
| <b><u>Expense Type</u></b> | <b><u>Expense Amount</u></b> |
|----------------------------|------------------------------|
|----------------------------|------------------------------|

- |                           |               |
|---------------------------|---------------|
| 1. Pre-employment testing | \$25 per test |
|---------------------------|---------------|

  
\_\_\_\_\_  
Jeff Morgan, CEO

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Eric Lieske, CEO

  
\_\_\_\_\_  
Date

**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**

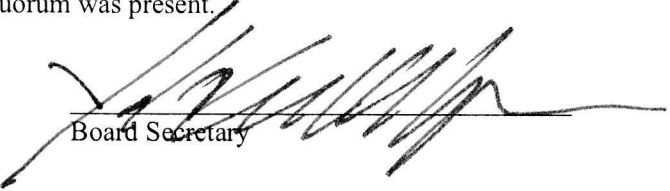
As measured by the state assessment, the school's mean student growth percentile rank in English language arts and math will meet or exceed the select peer schools' mean student growth percentile rank. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically,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

Date: 11-16-18

  
\_\_\_\_\_  
Board President/Vice President Signature

#### **Secretary's Certification:**

I certify that the foregoing resolution was duly adopted by the Board of Directors at a properly noticed open meeting at which a quorum was present.

  
\_\_\_\_\_  
Board Secretary

"...Board President be, and hereby is, authorized to sign charter contract documents with Grand Valley State University on behalf of the Board." (October 22, 2018 FCCA Board Organizational Meeting)

**SCHEDULE 7-2**

**CURRICULUM**

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

Please see separate folder on Contract CD for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**



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

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

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

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

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

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

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

# Flint Cultural Center Academy

## CHIEF EXECUTIVE OFFICER

| QUALIFICATIONS  | DUTIES  |
|---|---|
| <ul style="list-style-type: none"> <li>• Master's or higher degree required.</li> <li>• State of Michigan Administrative certification required.</li> <li>• Experience in finances preferred.</li> <li>• Experience supervising, evaluating, motivating, and leading others.</li> <li>• Knowledge and experience in reporting and complying with state and federal laws and regulations, including disability and disciplinary matters.</li> <li>• Experience in educational settings that are consistent with the philosophy of FCCA.</li> <li>• Willingness and ability to create a school environment which promotes high standards for all.</li> <li>• Knowledge and experience in applying EL Education principles.</li> </ul> | <ul style="list-style-type: none"> <li>• Serves as chief administrator and School Leader.</li> <li>• Reports to FCCA Board of Directors.</li> <li>• Is Chief Caretaker of the Vision of the FCCA.</li> <li>• Screens all applicants and recommends the hiring of all personnel to the Board of Directors.</li> <li>• Takes responsibility for the organizational needs of the school and creates systems to ensure readiness, efficiency and compliance.</li> <li>• Identifies and develops funding sources.</li> <li>• Prepares/manages school's annual budgets.</li> <li>• Ensures compliance and implementation of the Charter Contract.</li> <li>• Ensures compliance with civil rights statutes and regulations of federal and state governments.</li> <li>• Attends charter school-related meetings, activities and training.</li> <li>• Supervises and evaluates all teachers, professional non-teacher faculty, clerical, and instructional support staff.</li> <li>• Supervises the delivery of special services to the school community.</li> <li>• Develops and manages a system to collect data required by the state and requested by the Board.</li> <li>• Ensures proper supervision of students at all times.</li> <li>• Ensures that special education students receive all services outlined in their IEP.</li> <li>• Manages facility operations and staff.</li> <li>• Serves as direct liaison to parents and guardians regarding student issues.</li> <li>• Is responsible for the safety of students, staff and volunteers within the school.</li> <li>• Manages or oversees contracted food service operations and ensures compliance.</li> <li>• Performs any other duties necessary to achieve the mission of the FCCA.</li> <li>• Is totally committed to continuous professional improvement through the implementation of the EL Core Practices.</li> </ul> |

## Flint Cultural Center Academy

| INSTRUCTIONAL COACH  |  |
|--|--|
| QUALIFICATIONS   | DUTIES   |
| <ul style="list-style-type: none"> <li>• Master's or higher degree in Education.</li> <li>• State of Michigan Administrative Certification preferred.</li> <li>• Experience in educational settings that are consistent with the philosophy of FCCA.</li> <li>• Knowledge of and commitment to EL Education philosophy and principles.</li> <li>• Experience with coordination and delivery of professional development programs.</li> <li>• Excellent written and oral communication skills.</li> <li>• Ability to work collaboratively with other staff, parents, and community members.</li> <li>• Experience with managing project budgets.</li> </ul> | <ul style="list-style-type: none"> <li>• Reports to School Leader.</li> <li>• Develops processes that ensure collaboration with all Cultural Center partners.</li> <li>• Prepares/manages field study and library/textbook budgets.</li> <li>• Works with the School Leader to develop and present professional development programs.</li> <li>• Works with School Leader to develop and manage State and Federal grants.</li> <li>• Facilitates FCCA staff expedition planning, and documents planning processes and implementation of expeditions.</li> <li>• Arranges fieldwork and guest experts to enhance classroom expeditions.</li> <li>• Conducts demonstration lessons in classrooms.</li> <li>• Presents at national conferences and writes about FCCA practices for professional publication.</li> <li>• Participates in regular and ongoing professional development efforts.</li> <li>• Performs any other duties necessary to achieve the mission of the school.</li> <li>• Is totally committed to continuous professional improvement through the implementation of the EL Core Practices.</li> </ul> |

# Flint Cultural Center Academy

| TEACHER  |   |
|--|---|
| QUALIFICATIONS   | DUTIES  |
| <ul style="list-style-type: none"> <li>• Bachelor's Degree, Master's Degree preferred.</li> <li>• Certification to teach in the State of Michigan.</li> <li>• Two years prior teaching experience preferred.</li> <li>• Experience working with urban youth and youth with disabilities preferred.</li> <li>• Experience in an educational setting that shares a similar philosophy with FCCA, or willingness to embrace a new teaching style.</li> <li>• Excellent oral and written communication skills.</li> <li>• Experience with the IEP process preferred.</li> <li>• Knowledge of EL Education principles is desirable.</li> <li>• Knowledge of a second language is desirable.</li> <li>• Ability to work collaboratively with other staff, parents, and community members.</li> </ul> | <ul style="list-style-type: none"> <li>• Reports to School Leader.</li> <li>• Works cooperatively with team teacher in all areas of instruction, assessment, documentation, parent involvement, and classroom management.</li> <li>• Integrates FCCA content and EL Education methods into the classroom.</li> <li>• Maintains order and discipline in the classroom.</li> <li>• Works with students, parents, and other staff to implement Individualized Education Plans (IEP's).</li> <li>• Communicates regularly with parents to involve them in their child's educational process.</li> <li>• Plans projects and activities which encourage involvement by parents and other community members.</li> <li>• Participates in regular and ongoing professional development efforts.</li> <li>• Supervises and guides teaching assistant.</li> <li>• Performs any other duties necessary to achieve the mission of the FCCA.</li> <li>• Is totally committed to continuous professional improvement through the implementation of the EL Core Practices.</li> </ul> |

## Flint Cultural Center Academy

| SPECIAL EDUCATION TEACHER   |   |
|---|---|
| QUALIFICATIONS  | DUTIES  |
| <ul style="list-style-type: none"><li>• Bachelor's Degree, Master's Degree preferred.</li><li>• Possession of a Michigan teaching certificate with a special education endorsement.</li><li>• Experience working with At-Risk children preferred.</li><li>• Willingness to learn, implement and adapt FCCA curriculum, philosophy and programs.</li><li>• Ability to work collaboratively with staff and community.</li></ul> | <ul style="list-style-type: none"><li>• Reports to the School Leader.</li><li>• Prepares, adapts and delivers instruction and interventions as prescribed by IEP's.</li><li>• Maintains records and ensures compliance for all students on caseload.</li><li>• Provides parents with timely information and regular communication about the IEP, its implementation, results and possible adaptations</li><li>• Provides appropriate instruction and intervention.</li><li>• Compiles data that assesses progress and guides adaptations to instruction.</li><li>• Maintains strict compliance with confidentiality and privacy requirements.</li><li>• Supervises students travelling on the Cultural Center campus, and/or during field work off campus.</li><li>• Helps maintain an orderly, welcoming classroom environment..</li><li>• Participates in all staff meetings and training.</li><li>• Maintains flexible daily routines that accommodate changing responsibilities and schedules.</li><li>• Supports teaching staff in any way that promotes the goals of the FCCA.</li><li>• Is totally committed to continuous professional improvement through the implementation of the EL Core Practices.</li></ul> |

## Flint Cultural Center Academy

| TEACHING ASSISTANT  |   |
|---|---|
| QUALIFICATIONS  | DUTIES  |
| <ul style="list-style-type: none"> <li>• High school diploma, Bachelor's Degree preferred.</li> <li>• Experience working with children in an educational setting.</li> <li>• Willingness to learn and implement FCCA curriculum, philosophy and programs.</li> <li>• Ability to work collaboratively with staff and community.</li> </ul> | <ul style="list-style-type: none"> <li>• Reports to the School Leader through the teaching staff.</li> <li>• Supervises individuals or small groups of students as directed by the teachers.</li> <li>• Helps with the planning, preparation, and implementation of projects and activities as directed by the teacher.</li> <li>• Supervises students during non-academic times (i.e. lunch, choice time, recess, teacher planning periods, etc.).</li> <li>• Supervises students travelling on the Cultural Center campus, and/or during field work off campus.</li> <li>• Helps maintain an orderly, attractive classroom environment.</li> <li>• Assists with arrival and dismissal, including escorting children to and from buses.</li> <li>• Provides clerical assistance as directed by the teachers.</li> <li>• Manages classroom food service by preparing and cleaning food carts, compiling breakfast and lunch orders, and tallying meal counts.</li> <li>• Participates in all staff meetings.</li> <li>• Maintains flexible daily routines that accommodate changing responsibilities and schedules.</li> <li>• Supports teaching staff in any way that promotes the goals of the FCCA.</li> <li>• Is totally committed to continuous professional improvement through the implementation of the EL Core Practices.</li> </ul> |

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**



#### SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

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

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the 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.

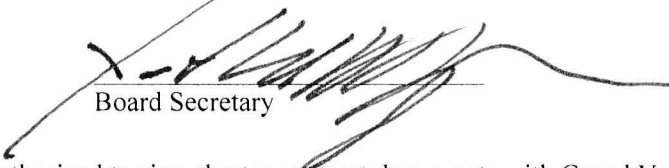
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 11-16-18

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the FCCA Board of Directors at a properly noticed open meeting held on the 22 day of OCT, 2018, at which a quorum was present.

  
Board Secretary

"...Board President be, and hereby is, authorized to sign charter contract documents with Grand Valley State University on behalf of the Board." (October 22, 2018 FCCA Board Organizational Meeting)

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## ADMISSION OF STUDENTS

Reference: MCL 380.502(3)(e)(iii)

The FCCA 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 public school.

Open Enrollment is designed to give all interested parents equal opportunity for their student to attend the Flint Cultural Center Academy. During open enrollment, all applications get equal consideration regardless of the date of submission as long as it is received by the deadline. An application received at the end of open enrollment receives equal treatment as one received on the first day of open enrollment.

### **Three Steps of the Enrollment Process**

#### **1. Application Process**

To apply for admission, parents must complete a short application which includes the student's Name, Age, Grade, DOB, Current School, and Parent or Guardian's Name, Address, E-Mail Address, Phone Number, etc. Parents can complete this application form on the FCCA website, or on a paper form provided by the school. This information must be provided during the Open Enrollment period. **Applications submitted after the Open Enrollment period will not be eligible for the Lottery Process.**

**The Open Enrollment period for each school year will take place from the second Monday in February through the last Friday in April, preceding the next school year.**

Following the close of open enrollment, if the number of applications exceeds the number of open seats, a random selection lottery determines acceptance. All other students will be placed on a waiting list. If the number of applications does not exceed the number of open seats, all applicants are accepted for their respective grade.

The Board of Directors will allow students who reside in Michigan to enroll in the Academy. The Board shall meaningfully communicate material information about enrollment requirements and procedures with parents. Access to information regarding enrollment requirements and procedures shall be available on the Academy's web site. Because space is limited, each student must enroll each year.

By law, students who successfully complete a grade at the FCCA will be allowed to re-enroll for the preceding school year unless the appropriate grade is not offered at the FCCA.

The FCCA will give additional enrollment preferences to:

- siblings of enrolled students;
- children of a person who is employed by or at the Academy or who is on the Academy Board of Directors.

#### **2. Lottery Process**

The school will notify all applicants of the time and place a lottery will be conducted. 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 priorities (open seats for each grade), 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

priorities. The neutral third party will address any discrepancy that arises in the placement of students.

### **3. Completing the Enrollment Process**

Once a student is selected for admission through the Application and/or Lottery Process, a complete Enrollment packet (available online or at school) must be turned into the school office by the first Monday in May, prior to the next school year. Failure to complete the enrollment process by May 1st could result in admission being denied.

The **School Leader (employed by the Board)** shall develop Administrative Procedures for the proper implementation of this policy.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

**FCCA 2019/2020 PROPOSED DISTRICT BALANCED  
CALENDAR Board Proposed DRAFT**

|   |   |    |    |    |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|---|---|----|----|----|----|----|---|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|--|--|--|
| <div>School Day</div> <div>No School for Teachers or Students</div> <div>Teacher PD Day</div> <div>Teacher Work Day - No School</div> <div>Intercession</div> <div>0 Teacher/0 Student Days</div>   | <div>JULY 2019</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr><tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr><tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr><tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr></table>  | S  | M  | T  | W  | T  | 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 |    |    |    | <div>AUGUST 2019</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr></table> <div>8/12 Teacher Work Day</div> <div>8/13 District PD Day</div> <div>8/14 Building PD Day</div> <div>8/19 First Day of School</div> <div>8/23 and 8/30 No School</div> <div>11 Teacher/8 Student Days</div> | S | M | T | W | T | 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 |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |    |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| <div>9/2 Labor Day Break - No School</div> <div>20 Teacher/20 Student Days</div>  | <div>SEPTEMBER 2019</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr></table>   | S  | M  | T  | W  | T  | 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 |    |    |    |    |    | <div>OCTOBER 2019</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr><tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr><tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr></table> <div>10/24 End of 1st MP</div> <div>10/25 Teacher Work Day</div> <div>1/2 PD; 1/2 Records</div> <div>10/28 - 10/31 INTERSESSION I</div> <div>19 Teacher/18 Student Days</div>                               | S | M | T | W | T | 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 |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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  |    |    |    |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| <div>11/1 No School</div> <div>11/7 P/T Conf - No School</div> <div>No School (K-8); Delayed Day (9-12)</div> <div>11/8 No School for Teachers</div> <div>Comp Day for Evening Conf</div> <div>11/21-11/22 Thanksgiving</div> <div>18 Teacher (including 11/8 Comp Day)/16 Student Days</div> | <div>NOVEMBER 2019</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr><tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr><tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr></table>  | S  | M  | T  | W  | T  | 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 | <div>DECEMBER 2019</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table> <div>12/21/20-1/3/21 Winter Break</div> <div>12/23/19-1/5/20 Winter Break</div> <div>15 Teacher/15 Student Days</div>  | S | M | T | W | T | 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 |    |    |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |    |    |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| <div>1/17 End of Semester</div> <div>1/20 No School - MLK Day</div> <div>Teacher Records Day</div> <div>20 Teacher/19 Student Days</div>  | <div>JANUARY 2020</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr></table>   | S  | M  | T  | W  | T  | 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 |    | <div>FEBRUARY 2020</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr><tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr><tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr><tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr><tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr></table> <div>2/21 Teacher Work Day</div> <div>District PLCs/SI</div> <div>20 Teacher/19 Student Days</div>   | S | M | T | W | T | 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 |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| <div>3/19 End of 3rd MP</div> <div>3/20 Teacher Work Day</div> <div>1/2 PD; 1/2 Records</div> <div>3/23 - 3/26 INTERSESSION II</div> <div>3/27 - No School</div> <div>3/30 - 4/3 Spring Break</div> <div>15 Teacher/14 Student Days</div>   | <div>MARCH 2020</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table>   | S  | M  | T  | W  | T  | 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 |    |    |    |    | <div>APRIL 2020</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr></table> <div>4/10 - No School - Good Friday</div> <div>18 Teacher/18 Student Days</div>   | S | M | T | W | T | 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 |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |    |    |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| <div>5/25 No School - Memorial Day</div> <div>20 Teacher/20 Student Days</div>  | <div>MAY 2020</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr><tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr><tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr><tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | S  | M  | T  | W  | T  | 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  |   |   |   |   |   |   | <div>JUNE 2020</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr><tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr><tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr><tr><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr></table> <div>6/16, 17, 18:</div> <div>1/2 Student Day</div> <div>1/2 Teacher Records Day</div> <div>6/12 and 6/19 No School</div> <div>13 Teacher/13 Student Days</div> | S | M | T | W | T | 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 |  |  |  |  |
| S   | M   | T  | W  | T  | 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  |   |    |    |    |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
| S   | M   | T  | W  | T  | 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 |    |    |    |    |   |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |

**Total Teacher Days: 189**

**Total Student Days: 180**

# Flint Cultural Center Academy

## Grades K - 2 Weekly Schedule

(Subject to change)

|                    | Monday  | Tuesday   | Wednesday   | Thursday  | Friday  |
|--------------------|---|---|---|---|---|
| <b>8:15-8:45</b>   | Morning Routine & Crew  | Morning Routine & Crew  | Morning Routine & Crew  | Morning Routine & Crew  | Morning Routine & Crew  |
| <b>8:45-11:15</b>  | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>           | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>           | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>           | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>           | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>           |
| <b>11:15-12:00</b> | Lunch Recess  | Lunch Recess  | Lunch Recess  | Lunch Recess  | Lunch Recess  |
| <b>12:00-3:30</b>  | <b>Literacy</b><br>*Labs<br><b>Math</b><br><b>Science/SS</b><br><b>Campus Integration</b> | <b>Literacy</b><br>*Labs<br><b>Math</b><br><b>Science/SS</b><br><b>Campus Integration</b> | <b>Literacy</b><br>*Labs<br><b>Math</b><br><b>Science/SS</b><br><b>Campus Integration</b> | <b>Literacy</b><br>*Labs<br><b>Math</b><br><b>Science/SS</b><br><b>Campus Integration</b> | <b>Literacy</b><br>*Labs<br><b>Math</b><br><b>Science/SS</b><br><b>Campus Integration</b> |
| <b>3:30-3:45</b>   | End of Day Routine  | End of Day Routine  | End of Day Routine  | End of Day Routine  | End of Day Routine  |

# Flint Cultural Center Academy

## Grades 3 – 5 Weekly Schedule

(Subject to change)

| Time        | Monday   | Tuesday  | Wednesday  | Thursday   | Friday   |
|-------------|--|--|--|--|--|
| 8:15-8:45   | Morning Routine & Crew   | Morning Routine & Crew   | Morning Routine & Crew   | Morning Routine & Crew   | Morning Routine & Crew   |
| 8:45-11:45  | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>      | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>      | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>      | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>      | <b>Literacy</b><br>*Module Lesson<br>*Skills Block<br><b>Campus Integration</b>      |
| 11:45-12:30 | Lunch Recess   | Lunch Recess   | Lunch Recess   | Lunch Recess   | Lunch Recess   |
| 12:30-3:30  | <b>Math</b><br><b>Science/SS</b><br><b>Intervention</b><br><b>Campus Integration</b> | <b>Math</b><br><b>Science/SS</b><br><b>Intervention</b><br><b>Campus Integration</b> | <b>Math</b><br><b>Science/SS</b><br><b>Intervention</b><br><b>Campus Integration</b> | <b>Math</b><br><b>Science/SS</b><br><b>Intervention</b><br><b>Campus Integration</b> | <b>Math</b><br><b>Science/SS</b><br><b>Intervention</b><br><b>Campus Integration</b> |
| 3:30-3:45   | End of Day Routine   | End of Day Routine   | End of Day Routine   | End of Day Routine   | End of Day Routine   |



# Flint Cultural Center Academy

## Campus Integration Schedule

|              | <b>Monday</b><br>Flint Institute<br>of Music | <b>Tuesday</b><br>Flint Institute<br>of Art | <b>Wednesday</b><br>Flint Institute<br>of Music | <b>Thursday</b><br>Flint Institute<br>of Art | <b>Friday</b><br>Flint Institute<br>of Music |
|--------------|--|---|---|--|--|
| <b>8:45</b>  | <b>Grade 5</b>                               | <b>Grade 5</b>                              | <b>Grade 5</b>                                  | <b>Grade 5</b>                               | <b>Grade 5</b>                               |
| <b>9:35</b>  | <b>Grade 4</b>                               | <b>Grade 4</b>                              | <b>Grade 4</b>                                  | <b>Grade 4</b>                               | <b>Grade 4</b>                               |
| <b>10:25</b> | <b>Grade 3</b>                               | <b>Grade 3</b>                              | <b>Grade 3</b>                                  | <b>Grade 3</b>                               | <b>Grade 3</b>                               |
| <b>12:15</b> | <b>Grade 2</b>                               | <b>Grade 2</b>                              | <b>Grade 2</b>                                  | <b>Grade 2</b>                               | <b>Grade 2</b>                               |
| <b>12:50</b> | <b>Grade 1</b>                               | <b>Grade 1</b>                              | <b>Grade 1</b>                                  | <b>Grade 1</b>                               | <b>Grade 1</b>                               |
| <b>1:25</b>  | <b>Kindergarten</b>                          | <b>Kindergarten</b>                         | <b>Kindergarten</b>                             | <b>Kindergarten</b>                          | <b>Kindergarten</b>                          |

- *K, 1 and 2 have 30 minute class periods*
- *Grades 3, 4 and 5 have 45 minute class periods*

### Sloan Museum/ Longway Planetarium

|             | <b>Monday</b>                       | <b>Tuesday</b>                      | <b>Wednesday</b>                    | <b>Thursday</b>                     | <b>Friday</b>                       |
|-------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>2:00</b> | <b>Grade 5</b><br><b>Science/SS</b> | <b>Grade 4</b><br><b>Science/SS</b> | <b>Grade 3</b><br><b>Science/SS</b> | <b>Grade 2</b><br><b>Science/SS</b> | <b>Grade 1</b><br><b>Science/SS</b> |
| <b>2:45</b> | <b>Grade 5</b><br><b>Science/SS</b> | <b>Grade 4</b><br><b>Science/SS</b> | <b>Grade 3</b><br><b>Science/SS</b> | <b>Grade 2</b><br><b>Science/SS</b> | <b>Grade 1</b><br><b>Science/SS</b> |

- *One 90 minute period, once per week, per grade*

|              | <b>Tuesday</b><br><b>PE</b> | <b>Wednesday</b><br><b>PE</b> | <b>Thursday</b><br><b>Flint Public</b><br><b>Library</b> |              |
|--------------|-----------------------------|-------------------------------|--|--------------|
| <b>8:45</b>  | <b>Kindergarten</b>         | <b>Kindergarten</b>           | <b>Kindergarten</b>                                      | <b>8:45</b>  |
| <b>9:15</b>  | <b>Grade 1</b>              | <b>Grade 1</b>                | <b>Grade 1</b>   | <b>9:45</b>  |
| <b>9:45</b>  | <b>Grade 2</b>              | <b>Grade 2</b>                | <b>Grade 2</b>   | <b>10:45</b> |
| <b>10:15</b> | <b>Grade 3</b>              | <b>Grade 3</b>                | <b>Grade 3</b>   | <b>12:15</b> |
| <b>11:15</b> | <b>Recess</b>               | <b>Recess</b>                 | <b>Grade 4</b>   | <b>1:15</b>  |
| <b>12:45</b> | <b>Grade 4</b>              | <b>Grade 4</b>                | <b>Grade 5</b>   | <b>2:15</b>  |
| <b>1:15</b>  | <b>Grade 5</b>              | <b>Grade 5</b>                |  |              |

- *PE – 30 minute class periods*
- *Library – 60 minute class periods*

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

Schedule 7-7  
Age/Grade Range of Pupils Enrolled

**Age/Grade Range of Pupils Enrolled**

For the Fall of 2019, the Flint Cultural Center Academy will enroll age appropriate students for grades Kindergarten through 5th Grade. In the Fall of 2020, 6th Grade students will be enrolled, in the Fall of 2021, 7th Grade students will be enrolled, with additional grades being added in accordance with the charter contract.

**SCHEDULE 7-8**

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

Schedule 7-8  
Address and Description

**Address**

Flint Cultural Center Academy will be located at 1200 Robert T. Longway Boulevard, Flint, MI 48503.

**Description**

The Flint Cultural Center Academy will be housed in a brand new state-of-the-art, 78,000-square-foot school that features a two story building with 37 classrooms, a gymnasium, cafeteria, kitchen and two playgrounds. An adjacent exhibit and learning space will offer three multipurpose classrooms and provide students and staff with direct access to the Flint Institute of Music and Sloan Museum.

**LEASE AGREEMENT FOR**  
**FLINT CULTURAL CENTER CORPORATION AND**  
**FLINT CULTURAL CENTER ACADEMY**  
**FLINT, MICHIGAN 48503**

This Lease Agreement (the "Lease") is made and entered into as of July 1, 2019 by and between Flint Cultural Center Corporation, Inc. ("Landlord"), a Michigan nonprofit corporation, and Flint Cultural Center Academy ("Tenant"), a Michigan nonprofit corporation and public school academy. The parties enter into this Lease subject to the terms and conditions below:

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property and improvements located at 1200 Robert T Longway Blvd Flint, Michigan 48503 and more precisely described in the attached **Exhibit A** (the "Premises"), including all furniture, fixtures, and equipment located therein.
2. Term. The term of this Lease shall be 10 years, commencing on July 1, 2019 and ending on June 30, 2029, unless terminated early in accordance with the terms and conditions of this Lease.
3. Rent. For the term of this Lease, Tenant shall pay Landlord annual rent in the amount of \$1.00 due on the first day of each year during the lease term. Rent shall be paid to Landlord at the following address: 601 East Second Street, Flint, Michigan 48503.
4. Use of Premises. During the term of this Lease, the Premises shall be used and occupied for the operation of a public school academy and other activities related thereto. Tenant shall not use the Premises for any other purposes without Landlord's prior written consent, which shall not be unreasonably withheld. Tenant shall not use or permit any person to use the Premises for any purpose in violation of the law.
5. Utilities. Tenant shall make all applications and connections for necessary utility services on the Premises. Tenant shall be solely obligated to pay when due all bills for water, sewer charges, heat, gas, electricity, and telephone used on the Premises from the commencement date until the expiration of the Lease.
6. Taxes. Any real property taxes, assessments, impositions, or charges, whether general or special, including but not limited to any and all real estate taxes and assessments, personal property taxes and assessments, and the like, assessed against the Premises shall be paid by Tenant where such taxes have resulted because of rental of the Premises by Tenant. Payment of all such taxes, assessments, impositions, and charges shall be made on or before the last day when payment may be made without interest or penalty. Tenant may, when permitted by appropriate governmental authority, pay any tax, assessment, or charge over a period of time.

7. Maintenance & Repairs. During the term of the Lease, Tenant shall be responsible for:
- a. Maintaining the Premises, including but not limited to all structural, electrical, mechanical, and plumbing systems, in good order, condition, and repair.
  - b. Keeping the interior and exterior of the Premises in a clean, sanitary, and safe condition and providing for custodial services and trash removal.
  - c. Maintaining the lawn and landscaping and all parking lots on the Premises and providing for snow and ice removal from the pavement, driveways, walkways, and parking lots on the Premises.

Tenant shall be solely responsible for the cost and expense of maintaining and repairing the Premises, as set forth in this paragraph, or contracting with a vendor to provide such services. Landlord may serve as the vendor for maintenance and repair services, but shall not be required to do so unless and until the parties execute a separate agreement for such services.

8. Security. During the term of the Lease, Tenant shall be responsible for providing any and all security necessary for the Premises. Tenant shall be solely responsible for the cost and expense of providing security for the Premises, as set forth in this paragraph, or contracting with a vendor to provide such services. Landlord may serve as the vendor for security services, but shall not be required to do so unless and until the parties execute a separate agreement for such services.
9. Insurance. Tenant shall procure and keep in effect during the term hereof commercial general liability insurance on the Premises and on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) annual general aggregate insurance issued by an insurance company authorized to conduct business in Michigan, rated A+ or better by Best's Insurance Guide, and acceptable to Landlord. Said policy shall name Landlord as an additional insured and shall (a) contain cross-liability endorsements and coverage for bodily injury, property damage, premises and operations, personal and advertising injury, and contractual liability insurance that covers the indemnification obligations of this Lease; (b) be primary, not contributing with, and not in excess of coverage that may be carried by Landlord; (c) provide for severability of interest; (d) provide that an act or omission of one of the insured or additional insureds that would void or otherwise reduce coverage shall not void or reduce coverage as to the other insured or additional insured; (e) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (f) contain a provision that it may not be canceled without at least thirty (30) days' prior written notice being given by the insurer to Landlord. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, the amount of said insurance shall be increased as required by Landlord. Tenant shall deliver a certificate of insurance to Landlord on or before July 1, 2019. Upon written notice to Tenant of Tenant's failure to

deliver a certificate of insurance and failure to obtain same within fifteen (15) days of receipt of notice, Landlord may procure the insurance required under this paragraph and be entitled to full reimbursement of the cost thereof from Tenant within 30 days of providing Tenant with an invoice of the same. Tenant shall be responsible for securing any insurance it deems advisable on Tenant's personal property, and Landlord shall have no liability with respect to any loss to Tenant's personal property.

10. Damage by Fire or Other Casualty. If the Premises are damaged or destroyed, in whole or in part, by fire or other casualty during the term of the Lease, Landlord, if there are sufficient insurance proceeds, will repair and restore the same to good tenantable condition within a reasonable time. If the Premises are not repaired or restored within a reasonable time, either party may terminate the Lease upon providing ninety (90) days' written notice to the other party. The rent and all other obligations of Tenant will abate for the time period during which the Premises are untenable.
11. Waiver of Subrogation. To the maximum extent permitted by the insurance policies obtained hereunder, Landlord and Tenant hereby remise, release, and discharge the other party and any officer, agent, employee, partner, or representative of such party, of and from any liability whatsoever arising from loss, damage, or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage, or injury to the extent of any recovery by the injured party under such insurance.
12. Indemnification. To the maximum extent permitted by law, Tenant shall indemnify, defend (using counsel satisfactory to Landlord in Landlord's reasonable discretion), and hold harmless Landlord, and its employees, managers, partners, officers, directors, contractors, and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) arising from or related to: (a) the occupancy, condition, operation, or use of the Premises; (b) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Premises; (c) use or misuse of any portions of the Premises by Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees; or (d) Tenant's failure to perform its obligations under this Lease. However, nothing herein shall be construed to require Tenant to indemnify Landlord against Landlord's own acts, omissions, or neglect. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.
13. Default. The occurrence of one or more of the following shall constitute default by Tenant:
  - a. Failure of Tenant to pay rent within fourteen (14) days after written notice of nonpayment is furnished to Tenant.
  - b. Failure of Tenant to perform any other terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of the same is furnished to Tenant.



- c. Bankruptcy or insolvency of Tenant.
- d. Revocation, termination, or invalidation of any permit, license, or authorization with respect to Tenant's use or occupancy of the Premises, including but not limited to certificates of occupancy, business licenses, or charters, unless within twelve (12) months after such event, Tenant has obtained such requisite permit, license, or authorization.

If Tenant is in default of this Lease, then Landlord shall have the right to immediately terminate this Lease and/or to reenter the Premises, upon thirty (30) days' written notice, and remove all of Tenant's property and effects from the Premises.

- 14. Surrender. At the end of the term of this Lease, or at any earlier termination thereof, Tenant shall return the Premises to Landlord in as good condition and repair as they were at the time Tenant took possession, reasonable wear and tear excepted. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, together with the costs, if any, of removing any personal property of Tenant left on the Premises, shall be invoiced to Tenant.

- 15. Special Provisions for Public School Academy. The parties agree as follows:

- a. Tenant is a body corporate and governmental entity authorized under Part 6A of the Revised School Code. Tenant is organized and operates as a Michigan nonprofit corporation and public school academy. Tenant is not part of its authorizing body, the Grand Valley State University ("GVSU") Board of Trustees. The relationship between Tenant and the GVSU Board of Trustees is based solely on the applicable provisions of the Revised School Code, the terms of a charter contract (the "Charter Contract"), and other agreements between the GVSU Board of Trustees and Tenant. Tenant does not have authority to enter into any contract or other agreement that would financially obligate the State of Michigan, the GVSU Board of Trustees, or GVSU, or to make any representations to lenders or third parties that the State of Michigan, the GVSU Board of Trustees, or GVSU in any way guarantees, is financially obligated for, or is in any way responsible for any contract, mortgage, loan, or other instrument of indebtedness entered into by Tenant.
- b. The Lease is subject to the terms and conditions of the Charter Contract only when there is a conflict between the terms of the Lease and the Charter Contract. A copy of the Charter Contract has been provided to Landlord.
- c. The Lease shall terminate automatically and immediately upon termination or revocation of the Charter Contract, in the absence of a successor Charter Contract between Tenant and the GVSU Board of Trustees or another authorizing body.

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- d. Revocation, termination, or invalidation of any permit, license, or authorization with respect to Tenant's use or occupancy of the Premises, including but not limited to certificates of occupancy, business licenses, or charters, unless within twelve (12) months after such event, Tenant has obtained such requisite permit, license, or authorization.

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- b. The Lease is subject to the terms and conditions of the Charter Contract only when there is a conflict between the terms of the Lease and the Charter Contract. A copy of the Charter Contract has been provided to Landlord.
- c. The Lease shall terminate automatically and immediately upon termination or revocation of the Charter Contract, in the absence of a successor Charter Contract between Tenant and the GVSU Board of Trustees or another authorizing body.

with this Lease. Landlord's inspection shall not disrupt or interfere with Tenant's school operation.

21. Quiet Enjoyment. Subject to Landlord's right to inspect the Premises as set forth above, Landlord agrees that at all times when Tenant is not in default of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through, or under Landlord.
22. Entire Agreement. This Lease contains the entire understanding of the parties pertaining to the subject matter of this Lease and supersedes all previous verbal and written agreements, including, without limitation, agreements that may have been entered into between the parties at an earlier time.
23. Successors & Assigns. This Lease shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns, subject to any restrictions set forth herein with regard to assignment and subletting.
24. Amendment. This Lease may only be amended by subsequent written agreement authorized and executed by the parties. No amendment, alteration, or addition to this Lease shall be binding unless in writing and signed by both parties.
25. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan.
26. Arbitration. Any dispute concerning the rights and responsibilities of the parties under this Lease shall be resolved by arbitration conducted under the rules of and administered by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties and shall be enforceable in any court of competent jurisdiction.
27. Non-Waiver. No delay or failure of either party to exercise any right under this Lease, and no partial or single exercise of this right, shall constitute a waiver of that or any other right under this Lease.
28. Severability. If any provision of this Lease is determined to be void or unenforceable under state or federal law, that provision shall be severed from the Lease and the remainder of the Lease shall remain in full force and effect.
29. Exhibits. All exhibits and other attachments that are affixed to and referred to in this Lease are incorporated herein and made a part hereof by reference.

The parties have executed this Agreement on the date first written above.

**FLINT CULTURAL CENTER CORPORATION, INC.**

  
Flint Cultural Center Corporation, COO

**FLINT CULTURAL CENTER ACADEMY**

  
Flint Cultural Center Academy, Board President

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

Legal Description:

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Tax Identification Number:

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Street Address:

1200 Robert T Longway Blvd  
Flint, Michigan 48503

EXHIBIT "A"  
LEGAL DESCRIPTION

Land situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

PARCEL 1

A PARCEL OF LAND COMPRISED OF TAX PARCELS 41-07-427-007, 41-07-427-008, 41-07-427-009, 41-07-427-010, 41-07-427-011, 41-07-428-002, 41-07-428-020, 41-07-403-002, 41-07-403-018, 41-07-403-017, 41-07-403-018, 41-07-403-025, 41-07-403-026, 41-07-403-028, 41-07-403-035, 41-07-403-036 AND 41-07-403-039, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 7 OF THE MAP OF WALKERS ADDITION TO THE CITY OF FLINT, RECORDED IN LIBER D, PAGE 94, GENESEE COUNTY RECORDS, ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF WALNUT STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KEARSLEY STREET; THENCE S57°34'26"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF EAST KEARSLEY STREET, 1470.89 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CRAPO STREET AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF J.D. BORT'S ADDITION, LIBER 4, PAGE 9, GENESEE COUNTY RECORDS; THENCE N32°40'24"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CRAPO STREET, 332.98 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MANNING STREET; THENCE N57°35'28"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MANNING STREET, 395.99 FEET TO THE WESTERLY LINE OF VACATED HUNT STREET; THENCE S32°38'11"E ALONG SAID WESTERLY LINE OF VACATED HUNT STREET, 313 FEET; THENCE N57°35'28"E, 24.26 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HUNT STREET; THENCE N32°30'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HUNT STREET, 314.26 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MATHEWS STREET; THENCE S57°35'28"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MATHEWS STREET, 192.95 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CHAVEZ DRIVE; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CHAVEZ DRIVE,  
1. N32°40'27"W, 62.00 FEET;  
2. N25°27'01"E, 124.58 FEET;  
3. N23°43'13"E, 200.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ROBERT T LONGWAY BOULEVARD;  
THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROBERT T LONGWAY BOULEVARD,  
1. N61°02'30"E, 161.73 FEET;  
2. N58°50'56"E, 132.10 FEET TO THE WESTERLY LINE OF PROPOSED VACATED FOREST STREET;  
3. N71°07'14"E, 51.45 FEET TO THE EASTERLY LINE OF PROPOSED VACATED FOREST STREET;  
4. N73°01'38"E, 273.69 FEET;  
5. N87°57'13"E, 455.40 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESIGNATED AS TAX PARCEL 41-07-427-002;  
THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID PARCEL OF LAND DESIGNATED AS TAX PARCEL 41-07-427-002,  
1. S20°15'14"E, 135.79 FEET;  
2. N69°44'46"E, 56.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WALNUT STREET;  
THENCE S20°15'14"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WALNUT STREET, 432.43 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, CONTAINING 23.95 ACRES OF LAND AND BEING SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD.

PARCEL 2

A PARCEL OF LAND COMPRISED OF TAX PARCELS 41-07-406-002, 41-07-406-004, 41-07-406-009, 41-07-406-010, 41-07-406-011, 41-07-406-012, 41-07-406-013, 41-07-406-018, 41-07-406-027 AND 41-07-406-028, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 OF J.D. DORTS ADDITION TO THE CITY OF FLINT, LIBER 4, PAGE 9, GENESSEE COUNTY RECORDS, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CRAPO STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MANNING COURT; THENCE N32°40'24"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CRAPO STREET, 234.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MATHEWS STREET; THENCE N57°35'28"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MATHEWS STREET, 392.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HUNT STREET; THENCE S32°30'20"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HUNT STREET, 175.99 FEET TO A NORTHERLY LINE OF A PARCEL OF LAND DESIGNATED AS TAX PARCEL 41-07-406-024; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID PARCEL OF LAND DESIGNATED AS TAX PARCEL 41-07-406-024;

1. S57°35'28"W, 69.52 FEET;
  2. N32°40'26"W, 44.00 FEET;
  3. S57°35'28"W, 81.43 FEET;
  4. S32°30'20"E, 102.64 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MANNING STREET.
- THENCE S57°35'28"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MANNING STREET, 240.27 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, CONTAINING 1.82 ACRES OF LAND AND BEING SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD.