
A

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

ISSUED BY

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

ISSUED TO

**ARBOR ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

ARBOR ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2025**

GENERAL INDEX

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Arbor Academy (the “Academy”), to be effective July 1, 2025, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate K-8 grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

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

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

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

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Arbor Academy
Attn: Board President
55 Arbor Street
Battle Creek, MI 49015

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2025, and shall remain in full force and effect for three (3) years until June 30, 2028, unless sooner revoked or terminated according to the terms hereof.

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

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


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

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

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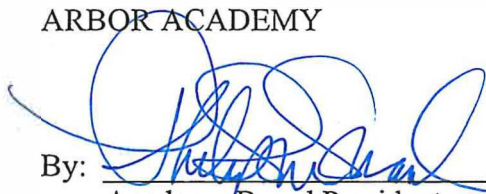
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

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.

ARBOR 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 APRIL 25, 2025:

Reauthorization of 6a Charter Contract – Arbor Academy, Battle Creek (3
years)


WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 20, 1998, initially authorized the issuance of a contract to charter Arbor Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meetings on February 29, 2008, and February 11, 2011, and April 27, 2018; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a three (3) year term beginning July 1, 2025, and ending June 30, 2028;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 1st day of May 2025.



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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 27, 2018:

Reauthorization of 6a Charter Contract – Arbor Academy, Battle Creek (7 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 20, 1998, initially authorized the issuance of a contract to charter Arbor Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meeting on February 29, 2008; and

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 11, 2011, authorized the conversion of the Academy from a 6a public school academy to a 6e School of Excellence; and

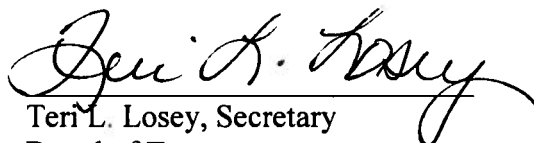
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a 6a contract to charter as a public school academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2018, and ending June 30, 2025;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy, authorizes a change in status from a 6e to a 6a contract, and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 7th day of May 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 FEBRUARY 12, 2016:

Grade Addition – Arbor Academy (7-8th Grade)

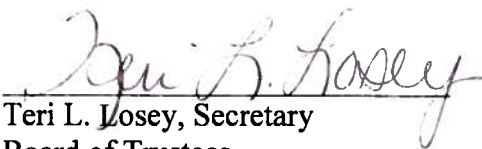
The following resolution is proposed:

WHEREAS, the Board of Trustees has authorized Arbor Academy (the “Academy”) to operate grades Kindergarten through Sixth (K-6); and

WHEREAS, the Academy, requests the Board of Trustees approve the addition of Seventh and Eighth grades (7-8th) for the Academy;

NOW, THEREFORE, BE IT RESOLVED, that, in accordance with Article IX of the Terms and Conditions incorporated into the Academy’s Contract, dated July 1, 2011, the Board of Trustees hereby approves the addition of Seventh and Eighth grades (7-8th) for 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 16th day of February 2016.


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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 11, 2011:

Arbor Academy Contract Conversion Authorizing Resolution

The following resolution is proposed:

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

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

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

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

WHEREAS, the Board of Directors of Arbor Academy ("Academy") passed a resolution requesting that Grand Valley State University terminate its existing charter contract prior to the expiration date to allow for conversion from their 6A charter contract to 6E charter contract; and



WHEREAS, Section 10.5 of the charter contract between the University Board and the Academies allow the University Board to waive the requirement of the Academies to provide at least a ten (10) month notice of intent to terminate the charter contract;

NOW, THEREFORE, BE IT RESOLVED:

AUTHORIZING RESOLUTION FOR ARBOR ACADEMY, A SCHOOL OF EXCELLENCE:

1. The University Board accepts the request of the Board of Directors of Arbor Academy to terminate its 6a charter contract so that each Academy can convert to a School of Excellence under 6e of the Michigan Revised School Code.
2. The University Board waives the ten (10) month notice of intent to terminate and agrees to terminate the charter contract with an effective date to be determined by the University Charter Schools Office and authorizes the Charter Schools Office Director to take the actions necessary to conclude contractual responsibilities and obligations.
3. That the request for Arbor Academy submitted under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), meet the University Board's requirements and the requirements of applicable law and is therefore approved;
4. Pursuant to the Method of Selection Resolution adopted by the University Board, the following number (#) persons are appointed as the initial board of directors for the Academies for the Schools of Excellence:

Katherine J. Huskin	1 year term expiring June 30, 2011
Donald H. Gilmer	2 year term expiring June 30, 2013
Janette Burland Frantz	2 year term expiring June 30, 2013
Philip VanVranken	2 year term expiring June 30, 2013
Jerry A. Harmon, II	3 year term expiring June 30, 2014
5. The University Board approves and authorizes the issuance of School of Excellence contracts to the Academies and authorizes the University President or designee to execute contracts to charter Schools of Excellence and related documents issued by the University Board to each Academy, provided that, before execution of the contract, the University President or his 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.

Arbor Academy Contract Conversion Method of Selection Resolution

The following resolution is proposed:

ARBOR ACADEMY SCHOOL BOARD OF DIRECTORS: METHOD OF SELECTION AND APPOINTMENT

WHEREAS, the Board of Trustees of Grand Valley State University ("University Board") is interested in issuing a contract to a School of Excellence ("School of Excellence") resulting from the passage of Public Acts 201 through 205 of 2009; and

WHEREAS, MCL 380.553(4) of the Revised School Code ("Code") provides that an authorizing body shall "adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors of each School of Excellence subject to its jurisdiction," and

WHEREAS, the University Board has determined that each contract issued by the University Board shall contain the following method of selection and appointment process until otherwise amended by the University Board;

NOW, THEREFORE, BE IT RESOLVED:

The following method of selection and appointment process for a School of Excellence Board Member applies to a School of Excellence authorized by the University Board:

1. Method of Selection and Appointment of a School of Excellence Board Member:
 - a. Initial School of Excellence Board Member Nominations and Appointments: As part of the School of Excellence application, the applicant shall propose to the University Charter Schools Office Director ("CSO Director"), the names of proposed individuals to serve on the initial board of directors of the proposed School of Excellence Academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the School of Excellence applicant ("Applicant"). To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the School of Excellence Academy Board Member

Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.

- b. Subsequent School of Excellence Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO 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 CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the CSO Director determines an “exigent condition” exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board 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 University Board 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 University Charter Schools Office including, but not limited to, a School of Excellence Board Member Questionnaire and a release for criminal records and 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 the University or be a member of the University Board.

3. Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, 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 University Board 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 University Board determines that an Academy Board member's service in office is no longer required, then the University Board 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 also be removed from office by a two-thirds (2/3) vote of the Academy Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the CSO Director. The resignation is effective upon receipt by the CSO 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 CSO Director shall confirm a resignation in writing. The resignation shall be effective upon the date the CSO 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

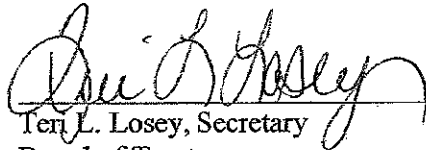
- e. Ceases to be qualified
 - f. Is incapacitated
7. Filling a Vacancy: The Academy Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.
 8. Number of Academy Board Member Positions: The number of Academy Board member positions 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)

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 15 day of March, 2011.


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 FEBRUARY 29, 2008:

08-1-13 (13) Charter Schools Report

On motion by Mrs. Johnson and second by Ms. Myers, the following resolution was adopted unanimously:

Arbor Academy, Battle Creek (5 year)

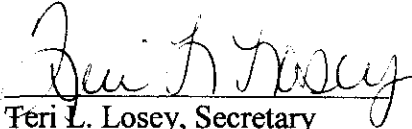
WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 20, 1998, authorized the issuance of a contract to charter a public school academy to Arbor Academy (the "Academy") and on July 2, 1998, the contract was executed.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on July 2, 2008.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy.

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 3, 2008 and ending June 30, 2013.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy for a five (5) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 9th day of April, 2008.


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



GRAND VALLEY STATE UNIVERSITY

I CAMPUS DRIVE • ALLENDALE, MICHIGAN 49401-9403 • 616/895-6611

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF CONTROL OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 20, 1998:

98-1-21 (21) Authorization to Establish Charter Schools

On motion by Mrs. Johnson and second by Mrs. Henry, the following resolution was adopted unanimously:

(1) Arbor Academy

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, as amended;

AND WHEREAS, according to this statute, the Grand Valley State University Board of Control, 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 Control has requested applications for organizing public school academies and has reviewed the applications according to the provisions set forth by the Michigan Legislature.

THEREFORE, LET IT BE RESOLVED that the Grand Valley State University Board of Control ("University Board") declares that:

1. The Arbor Academy application submitted under Section 502 of the Revised School Code meets the University Board's requirements and the requirements of applicable law and is therefore approved.
2. The University Board approves the application and its support documents, including the articles of incorporation, as presented at the

meeting. The Arbor Academy shall be organized as a Michigan nonprofit corporation under Section 502 of the Revised School Code.

3. The University Board has established the method of selection, length of term and number of members of the board of directors of Arbor Academy and hereby adopts the following:

a) Method of Selection. The members of the Board of Directors of Arbor Academy shall be selected by the following method:

The initial Board of Directors of Arbor Academy shall be the individuals named in this resolution approved by the University Board. Subsequently, the Board of Directors of Arbor Academy shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board; provided, the Board of Directors submits the list of nominees to the University President or designee at least twenty (20) days before the University Board's next regular meeting. When the nominations are forwarded to the University Board, they shall be accompanied by each nominee's resume, Academy Board Questionnaire and each nominee shall be available for interview by the University's President or designee.

Notwithstanding any of the provisions of this resolution or the Academy's contract, the University Board may change the method of selection by passing another resolution. Such change shall not require Academy Board approval.

b) Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the first members of the Board of Directors, 1/3 shall serve a term of three years, 1/3 shall serve a term of two years and the remainder shall serve a term of one year.

c) Number of Directors. The initial number of members of the Board of Directors of Arbor Academy shall be five (5). The number of directors shall never be fewer than five (5) or more than nine (9), as determined from time to time by the University Board.

d) Qualifications of Members. The members of the Board of Directors of Arbor Academy must include (i) parent or guardian of a child attending the school; and (ii) one professional educator. The members of the Board of Directors of Arbor Academy shall not include (i) employees of Arbor Academy; (ii) Grand Valley State University officials or employees, as representatives of Grand Valley State University; (iii) members appointed or controlled by another profit or nonprofit corporation; and (iv) any

director, officer or employee of a management company that contracts with the Academy.

e) Oath. All members of the Board of Directors of Arbor Academy must file an acceptance of public office form with the University. All members of the Board of Directors of Arbor Academy shall take an oath of office.

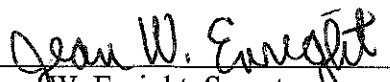
f) Removal of Members. Any member of the Board of Directors may be removed with cause by a two-thirds (2/3) vote of the University Board.

g) Initial Members of the Board of Directors. The University Board appoints the following persons to serve as the initial members of the Board of Directors of Arbor Academy:

John Marshall Brundage	1 year term
Janette Arlene Burland	3 year term
Daniel Dean Downing	2 year term
Norman Lee Hamann	3 year term
Maria Emma Malott	2 year term

4. The University Board approves the issuing of a contract to charter a public school academy to Arbor Academy and authorizes Donna Brooks, Chair of the Board of Control, to execute a contract to charter a public school academy and related documents between Arbor Academy, (a public school academy), and Grand Valley State University Board of Control (authorizing body), on or after February 20, 1998, provided that, before execution of the Contract, the President or his designee affirms that all terms of the Contract have been agreed upon and Arbor Academy is able to comply with all the terms and conditions of the Contract and all applicable law.

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 13th day of May, 1998.


Jean W. Enright, Secretary
Board of Control
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

511

03

ADJUSTED TO AGREE
WITH BUREAU RECORDS

(Rev. 07/19)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
JUL 29 2020	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name	TranInfo: 24301279-1 07/22/20 Chk#: 8297 Amt: \$20.00 ID: ARBOR ACADEMY	
Address		
City	State	Zip Code
EFFECTIVE DATE:		FILED

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

AUG 05 2020

RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations

ADMINISTRATOR
CORPORATIONS DIVISION

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

1. The current name of the corporation is Arbor Academy.
2. The identification number assigned by the Bureau is: 800856 209
3. All former names of the corporation are: Not Applicable
4. The date of the filing of the original Articles of Incorporation was: May 8, 1998

The following Restated Articles of Incorporation 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: Arbor 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.
- LL

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:

Real Property: none

-
-
- b. The description and value of its personal property assets are:

Personal Property: none

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

ARTICLE IV

1. The name of the resident agent at the registered office: Douglas McNeil
2. The address of the registered office is: 250 Washington Ave., Grand Haven, Michigan 49417.
3. The mailing address of the registered office, if different than above: Same as above

ARTICLE V

The name and address of the incorporator is as follows:

Name	Residence or Business Address
Lisa A. Letarte	600 S. Lincoln Street, Augusta, Michigan 49012

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

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

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

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

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

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

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

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

Board member:

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

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

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

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

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

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

11. **Conservator; Appointment by University President:** Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of

Directors of a Public School Academy and act in the place and stead of the Academy Board.

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

ARTICLE VIII

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

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

A director or volunteer officer 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 director or 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.

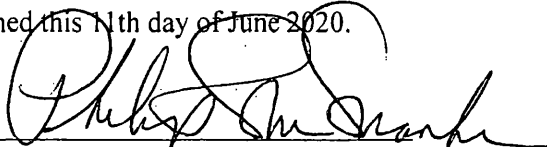
ARTICLE XIV

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 Restated Articles of Incorporation shall become effective upon filing. The undersigned hereby certifies that these Restated Articles of Incorporation were adopted by the unanimous consent of all the Directors of the Academy Board, at a properly noticed public meeting at which a quorum of the Directors was present on the 11th day of June, 2020, in accordance with Section 641 of the Act.

Signed this 11th day of June 2020.

 24 JUN 2020
Dr. Philip Van Vranken
Academy Board President

SCHEDULE 3

BYLAWS

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**BYLAWS
OF
ARBOR ACADEMY**

**ARTICLE I
ARBOR ACADEMY**

This organization shall be called Arbor Academy.

**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 600 South Lincoln Street, Augusta, Michigan 49012. 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 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 a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held 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 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 of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director,

officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the

meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

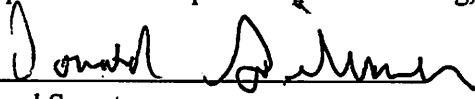
ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 14th day of June, 2018.


Board Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Arbor Academy ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.



BY: _____

David Boyne, Director
State Finance Division
Michigan Department of Treasury

Date: May 5, 2025

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS



**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2025 – June 30, 2026**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2025-2026 School Calendar/School Day Schedule.	CSO
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2025-2026.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2025-2026.	CSO
July 1	Budgeted Enrollment Number for 2025-2026.	CSO
July 15	Alternative Education Data Collection – final data for 24-25 school year, if applicable.	CSO
August 1	Annual Designations – Board Resolutions for appointment of Freedom of Information Act Coordinator, Legal Counsel, School Safety Liaison, and Chief Administrative Officer for 2025-2026.	CSO
August 18	Authorizer Report: ESPs and Owner of Academy Property.	
August 28	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
August 28	Hylant Insurance Policy Submission.	CSO
September 5	GVSU Check Directions (Where do we send checks for the 25-26 FY?)	CSO
September 5	Board approved Student Handbook 2025-2026.	CSO
September 5	Board adopted Employee Handbook 2025-2026.	CSO
September 5	Copy of School Improvement Plan covering 2025-2026 academic year.	CSO
September 5	School Contacts Update Certification.	CSO
September 12	Updated Waitlist Number for 2025-2026.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2025.	CSO
October 3	Unofficial Count Day Submission.	CSO
October 10	National Student Clearinghouse information-high schools only (see Epicenter task).	CSO
November 1	New Task: Per Public Act 214 of 2024 certification; list average salaries for new teachers, veteran teachers, and support staff on the academy website.	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2025. (See MDE Website, https://www.michigan.gov/mde , for MDE due date).	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2025, if issued. If a	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	
November 1	Annual A-133 Single Audit for year ending June 30, 2025, is required if over \$750K in federal funds were expended. If a single audit is not necessary, a letter stating as such is required to be submitted.	CSO
November 3	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
November 17	Alternative Education Data Collection, if applicable.	CSO
December 1	Transparency Page Update Certification.	CSO
January 9	Staff Roster (GVSU Format).	CSO
January 9	School Contacts Update Certification.	CSO
January 9	Emergency Operations Plan.	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 13	Annual Education Report. The deadline changes for this each year. Please be sure to check mischooldata.org for the updated templates or find them in the Epicenter Task.	CSO
April 13	Ensuring Access to Federal Funds-Significant Expansion Notice	CSO
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2026-2027.	CSO
May 15	Offered Seat Schedule per Grade for 2026-2027.	CSO
May 15	Waitlist for 2026-2027.	CSO
June 2	Certificate of Boiler Inspection covering 2025-2026.	CSO
June 2	NWEA Counts for next academic year.	CSO
June 12	Copy of Notice of Public Hearing for Annual Operating Budget for 2026-2027. Must be published in newspaper of general circulation for at least 6 days before the hearing.	CSO
June 26	2025-2026 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 26	Board adopted Letter of Engagement for year ending June 30, 2026, for an independent financial audit.	CSO
June 26	2024-2025 Annual Operating Budget – Final Amendment	CSO
June 26	Food service license expiring in 2026.	CSO
June 26	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO
June 26	Total number of graduates (High Schools Only).	CSO

Ongoing Reporting Requirements

July 1, 2025 – June 30, 2026

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. <i>Meeting schedule should be available on academy website.</i>	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>	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. <i>Minutes should be available on academy website.</i>	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2025-2026 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
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.	CSO
10 days of receipt	Correspondence received from the Michigan Department/State Board of Education and the Intermediate School District 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, 2025 – June 30, 2026

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 https://www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups.	CSO
REQUIRED BOARD POLICIES <i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>	SUBMIT TO:
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308b	CSO
Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2025 – June 30, 2026

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July	2024-2025 31a Funds Report Due.	NexSys
July/August	Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May).	NexSys
1 st Wednesday of October	Student Count Day for State Aid FTE (90% of state funding).	No submission required.
September	SE-4094 Special Education Transportation Report from 2024-25 (Contact ISD for due date).	FID
September	SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).	FID
September	*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.	Catamaran
September	Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).	NexSys
September	Certification of Constitutionally Protected Prayer.	NexSys
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.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 1	Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.	FID
November	Deadline for MSDS FTE Count Certification.	CEPI
December 1	Registry of Educational Personnel (REP) Fall Submission.	REP
November/ December	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
January	Special Education Excess Cost Report (Contact ISD for due date).	Catamaran
February 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.
2 nd Wednesday of February	Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).	MDE
March	Deadline for MSDS FTE Count Certification.	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran
March 1 – March 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings–May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review/completion of corrective actions as required.	Catamaran
June	Final year-end certification due (MSDS).	ISD, CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)
June 30	Registry of Educational Personnel (REP) Submission.	REP

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

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

SCHEDULE 6

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

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

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

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

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

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

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of **July 1, 2025** by and among **Teachers First, Inc.**, a Michigan nonprofit organization (“TF”) and **Arbor Academy**, a Michigan public school academy (the “Academy”) formed under Part 6(A) of the Revised School Code (the “Code”), as amended.

The Academy has been issued a contract (the “Contract”) by the **The Grand Valley State University Board of Trustees** (the “Authorizer”) to organize and operate a public school academy. The Authorizer is the statutory authorizing body. The Code and the Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and Teachers First desire to create an enduring educational partnership whereby the Academy and Teachers First will work together to develop and bring about systems of educational excellence and services to the Academy based on Teachers First’s vision of school design, Teachers First’s management principles, the Educational Program and the educational goals, curriculum, and strategic plan adopted by the Board of Directors of the Academy (the “Board”).

THEREFORE, the parties hereby agree as follows:

ARTICLE I Relationship of the Parties and Other Matters

Section 1. Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of management and operational services to the Academy, (b) it has been issued a Contract from the Authorizer to organize and operate a public school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the Educational Program (defined below) contemplated in this Agreement.

To the extent permitted by law, the Academy hereby authorizes and grants to Teachers First the necessary authority and power to perform under this Agreement. No provision of this Agreement shall interfere with the Board’s statutory, contractual, and fiduciary responsibilities, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body.

Section 2. Services; Educational Program. The parties agree that Teachers First, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor, materials, and supervision necessary for the provision of the management and operational services to the Academy contemplated by this Agreement.

Teachers First shall provide Services to the Academy so the Academy can carry out the educational program, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled,

educational goals and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Board and as included in the Contract (collectively, the “Educational Program”).

Section 3. Compliance with Academy’s Contract. Teachers First agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by the Authorizer. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.

Section 4. Relationship of the Parties. Teachers First is not a division or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division nor any part of Teachers First. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. Teachers First as Independent Contractor; Agency. The parties to this Agreement intend that the relationship of Teachers First to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of Teachers First shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy. Notwithstanding the foregoing, Teachers First and its employees are hereby irrevocably designated as “School Officials” having a legitimate educational interest such that they are entitled to access educational records under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g and its implementing regulations during the Term of this Agreement (defined below). Teachers First shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section.

During the Term of this Agreement, the Academy may disclose confidential data and information to Teachers First , and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g, 34 CFR 99; the Individual with Disabilities Education Act (“IDEA”), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

Teachers First will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through Teachers First . If Teachers First receives information that is part of a pupil's education records from any source as permitted under the Code, Teachers First shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136.

Section 6. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in Teachers First or its directors, members, managers, officers, shareholders, or employees. Further, the

Academy and TF are not, and shall not become: (a) members of the same controlled group, as that

term is defined in the Internal Revenue Code of 1986, as amended (the “IRS Code”); or (b) related persons, as that term is defined in the IRS Code.

Section 7. Personnel Responsibility. Teachers First has the ultimate authority to select, discipline and transfer personnel, consistent with applicable laws. The School Leader or designee (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Evaluation and compensation systems shall comply with all applicable laws.

Section 8. School Leader. Teachers First shall identify and appoint a School Leader, which the Board may provide input on. The School Leader is an employee of Teachers First and will oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the “School Leader”). The School Leader will hold all required certifications as required by the Code. The School Leader will be an employee of Teachers First, who may be disciplined and/or terminated by Teachers First in its sole discretion. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with Teachers First, will select and hold accountable all staff in Leadership Team positions. The School Leader shall be responsible for supervising and managing the educational program and instruction of students. Teachers First will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. Teachers First shall notify the Board prior to the termination of the School Leader.

If the Board becomes dissatisfied with the performance of the School Leader, it shall state the causes of such dissatisfaction in writing and deliver it to Teachers First. Teachers First shall have a reasonable period of time to remedy the dissatisfaction; however, if it cannot remedy the dissatisfaction, Teachers First shall remove and replace the School Leader at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the duties and responsibilities of the School Leader at the Academy.

Section 9. Teachers and Staff. Teachers First will provide administrative support to the School Leader to obtain resumes and credential information for the staff at the Academy. Teachers First will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, Teachers First will onboard and provide additional administrative support to the School Leader. Teachers employed by Teachers First shall not be considered public employees and are not eligible for purposes of continuing tenure under MCL §38.71 et seq.

Section 10. Criminal Background Checks. Teachers First agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy’s Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.

Section 11. The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term “Board” and the term “Academy” are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement must be approved by the Board and executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

Section 12. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, Teachers First shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and Teachers First shall only be required to perform its responsibilities under this Agreement to the extent that Teachers First has received such revenues from the Academy pursuant to the terms of this Agreement.

Section 13. Information Available to the Public; Compliance with Section 503c. On an annual basis, Teachers First agrees to provide the Board with the same information that a public school is required to disclose under section 18(2) of the State School Aid Act of 1979 for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

Section 14. Non-Compete Agreement. Teachers First agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete provision or agreement.

Section 15. Lease and Loans. If the Academy and Teachers First enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved. In addition, all such agreements must comply with the Charter Contract and applicable law, as well as any applicable Authorizer policies.

Section 16. Compliance with Section 11.23 of Contract Terms and Conditions. Teachers First 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 Board in order to enable the Academy to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.

ARTICLE II

Term

Section 1. Term. This Agreement shall be effective for the duration of the Academy's current authorizing Contract with the Authorizer, subject to earlier termination under Article VI. The term will begin **July 1, 2025 and end June 30, 2028** (the "Term"). The maximum term of this Agreement shall not exceed the term of the Academy's Contract.

ARTICLE III

Obligations of the Academy

Section 1. Good Faith Obligation. The Academy shall exercise good faith in considering Teachers First's recommendations relative to the Educational Program and/or the Services.

Section 2. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid and any Additional Revenue. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the Academy Board accounts shall solely be members of the Board or properly designated Academy Board employees. All interest or investment earnings on Academy accounts shall accrue to the Academy.

Section 3. Notification Requirement. The Academy agrees to notify Teachers First in writing if the Academy receives a notification from its Authorizer regarding an intent to revoke the Contract. Further, in the event the Board discusses a possible non-renewal or closure of the Academy, or if the Authorizer suggests such a discussion, Teachers First will be notified and invited to participate in any such discussion.

ARTICLE IV

Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay Teachers First an annual fee (the "Fee") equal to twelve percent (12%) of the total Aid received from the State of Michigan, pursuant to the State School Aid Act of 1979, as amended, for the particular number of students enrolled in the Academy ("Student Enrollment"). "Student Enrollment" shall be based on the Academy's final blended student count. There is no additional fee for students enrolled in an Academy's Great Start Readiness Program (as applicable). The Fee will be paid on a monthly basis at the second payroll of each month. Any Fees not paid on time will result in an initial 3% late fee, and a 3% late fee will be incurred for each 30-day late period after the initial due date.

The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of the Revenue Procedure 2017-13. In this regard, the Academy and Teachers First make the following representations:

1. (A) Teachers First's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the

disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to Teachers First the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) Teachers First is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

2. In interpreting this Agreement and in the provision of the services required hereunder, Teachers First shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and Teachers First that none of the voting power of the governing body of the Academy will be vested in Teachers First or its directors, members, managers, officers, shareholders and employees, and the Academy and Teachers First will not be related parties as defined in Treas. Reg. 1.150-1(b).

Section 2. Payment of Payroll Costs. In addition to the Fee, Teachers First will invoice the Academy for all employment costs ("Payroll Costs") for Teachers First's employees assigned to the Academy. Payroll Costs include salary, benefits, and other costs attributable to personnel employed and assigned by Teachers First to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, workers' compensation insurance, professional liability insurance, separation costs, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable).

Teachers First shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date ("Payroll Date") for Teachers First employees assigned to perform services at the Academy under this Agreement. For purposes of this Agreement the Payroll Date shall be that date or dates established annually by Teachers First.

If the Payroll Cost funding is not received in full three (3) business days prior to the Payroll Date, payroll will may not be processed until full payment is received from the Academy, unless prior arrangements have been made in writing between the Academy and Teachers First. Late payroll payments will be charged an initial fee of 3% of the total amount of payroll. All late payrolls will be charged 3% for each 30-day period after the initial payroll due date.

Section 3. Payment of Reimbursable Expenses. In addition to the Fee, the Academy shall reimburse Teachers First for all costs reasonably incurred and paid by Teachers First ("Reimbursable Expenses") in providing the Services specifically related to the Academy. Reimbursable Expenses include, but are not limited to, Payroll Costs (as defined in Section 2 above) for Teachers First employees assigned to the Academy that are not advanced under Section 2 above, costs mandated by a governmental entity, administrative agency or court of law, e.g., payment into Michigan Public Employees Retirement System (MPSERS), other expenses for equipment, software, supplies, food service, transportation, special education, psychological services and medical services. The reimbursement will be paid on a monthly basis within a 30-day period following the reimbursement request date. Any Fees not paid on time will result in an initial 3% late fee, and a 3% late fee will be incurred for each 30-day late period after the initial due date.

Teachers First will invoice the Academy for reimbursement of Reimbursable Expenses with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of the Academy, Teachers First shall not charge an added fee (or mark-up). Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of Teachers First. No corporate costs of Teachers First shall be charged to, or reimbursed by, the Academy.

If desired, the Board may advance funds to Teachers First for such costs reimbursable under the Agreement before such costs are incurred (rather than reimburse Teachers First after the expense is incurred).

Documentation of all expenses must be reflected in the Academy Board's financial packets and presented to the Board for approval and/or ratified at its next regularly scheduled meeting.

All items acquired with Academy funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy.

Section 4. Other Institutions. The Academy acknowledges that Teachers First may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the “Institutions”). Teachers First shall maintain separate accounting for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. Teachers First shall only charge the Academy for expenses incurred on behalf of the Academy.

If Teachers First incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then Teachers First shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties.

Section 5. Review of Budget. Teachers First is available to support in the budget preparation if needed.

Section 6. Procurement Policies. The Board hereby retains the obligation, as provided in the Code, to adopt written policies governing the procurement of supplies, materials, and equipment for the Academy. Unless otherwise prohibited by law, Teachers First shall directly procure all supplies, materials, and equipment provided that Teachers First complies with the Code including, but not limited to, Sections 1267 and 1274 as if the Academy were making these purchases directly from a third party supplier and the Board’s written policies promulgated thereunder related to such items. Teachers First shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

ARTICLE V

Proprietary Information

Section 1. Academy’s Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that:

- (a) are or were directly developed by the Academy and paid for with Academy funds; or
- (b) are or were developed by Teachers First at the direction of the Board using Academy funds.

Section 2. Teachers First’s Rights to Curriculum and Educational Materials. Teachers First shall own, without restriction, all curriculum, and educational materials, and all other proprietary information owned by, developed by or otherwise in the possession of Teachers First, except as set forth in this Article.

Section 3. Non-Disclosure of Proprietary Information; Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of Information Act, the proprietary information and materials of Teachers First shall be held in strict confidence by the Academy.

During the Term of this Agreement, and continuing for three (3) years thereafter, both parties hereby agree that they will not use or disclose to anyone, directly or indirectly, for any

purpose whatsoever, any such proprietary information without the prior written consent of the other party.

If a party uses or discloses such proprietary information in violation of this Section 3, the disclosing party shall (a) be liable to the other party for all damages, including, but not limited to, lost profits resulting from the breach, and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section 3.

ARTICLE VI

Termination

Section 1. Termination by Teachers First. Teachers First may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below.

1. Teachers First may immediately terminate this Agreement with no additional liability or responsibility if Teachers First fails to receive compensation for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or reach an agreement with Teachers First on the payment of these funds or else an immediate breach may be declared.
2. Teachers First may also immediately terminate this Agreement with no additional liability or responsibility upon the occurrence of the following:
 - a) Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by successors and assigns, facility closure, or reconstruction;
 - b) The Academy requests a reduction in workforce greater than 20%;
 - c) The Academy is a financially distressed business as set forth in the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq. The Board shall notify Teachers First 90 days prior to the facility closure in order for Teachers First to satisfy notice requirements to staff under WARN;
 - d) A determination has been made by a governmental entity, administrative agency or court of law that Teachers First is required to pay into MPSERS;
 - e) Failure by the Academy to pay the Fee or Reimbursable Expenses;
 - f) If there is a substantial and unforeseen increase in the cost of administering services of this Agreement; or
 - g) The Academy makes decisions inconsistent with the recommendations of Teachers First .

The Academy has thirty (30) days after notice from Teachers First to remedy any of these breaches except for the breach of non-payment of Payroll Costs.

Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to Teachers First outstanding as of the date of termination. Failure by Teachers First to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to Teachers First under this Agreement or applicable laws, shall not be deemed a waiver of Teachers First's rights and remedies whatsoever.

Notwithstanding the foregoing, Teachers First may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that Teachers First delivers written notice of intention to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year.

Section 2. Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event that Teachers First fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to:

1. Material failure by Teachers First to account for its expenditures or to pay funds for all compensation required for payroll (provided that Teachers First has received such funds from the Academy to do so);
2. Material failure by Teachers First to provide the Services as required by this Agreement ;
3. A determination has been made by a governmental entity, administrative agency or court of law that Teachers First is required to participate in MPSERS; or
4. Any action or inaction by Teachers First that causes the Contract in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer and is not cured within sixty (60) days of that notice.

Teachers First has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that Teachers First has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. Teachers First has thirty (30) days after written notice from the Academy to remedy all other breaches. Upon expiration of this Agreement, or termination for any reason, all amounts due to Teachers First shall immediately become due and payable by the Academy, unless otherwise agreed in writing by Teachers First.

Notwithstanding the foregoing, the Academy may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that the Academy delivers written notice of intent to terminate to Teachers First at least ninety (90) days prior to the end of the then-current academic year.

Section 3. Revocation or Termination of Contract. If the Academy's Charter Contract issued by the Authorizer is suspended, revoked, terminated, or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically be suspended or terminate on the same date as the Academy's Contract is suspended, revoked, or terminated without further action of the parties..

Section 4. 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 Michigan Department of Education 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 Teachers First shall have no recourse against the Academy or the Authorizer Board for implementing such site closure or reconstitution.

Section 5. Change in Law. If any federal, State or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then- current academic year.

Section 6. Transition. In the event of any termination prior to the end of the Term of this Agreement, Teachers First shall provide the Academy reasonable assistance for up to ninety (90) days to assist in the orderly transition to another service provider or to a self-managed school.

The parties may agree upon other transition services to be provided by Teachers First, at a mutually agreed upon fee and documented in a separate contract for services. Notwithstanding the foregoing, Teachers First shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to Teachers First exceeding \$10,000, as reasonably determined by Teachers First.

Section 7. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with Teachers First funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to Teachers First . All personal property purchased or leased by Teachers First using Academy funds is and shall remain the personal property of the Academy.

Section 8. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII

Indemnification and Cooperation

Section 1. Indemnification of Teachers First. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless Teachers First and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, any misrepresentations or breach of this Agreement, and any acts or failures to act by the Academy which occurred prior to the Effective Date of this Agreement.

In the event that the Academy or Teachers First receives funds for the benefit of the Academy pursuant to a grant, endowment, scholarship, or other source of governmental funding ("Funding"), Academy shall be solely responsible for the Funding and any liabilities associated therewith, including any Funding that is ordered returned to the distributing agency. Academy further agrees, to the extent permitted by law, to indemnify, save, and hold harmless Teachers First and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise in connection with the Funding.

In addition, to the extent permitted by law, the Academy shall indemnify, save, hold harmless, and reimburse Teachers First for any and all legal expenses and costs associated with the defense of any such claim, demand or suit, including any claim for failure to pay wages or overtime based on the hours worked reports approved and submitted by the School Leader. The Academy agrees to advance to Teachers First all costs, actual attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that Teachers First is not required to pay such expenses out of its own funds.

Teachers First agrees that for any claim for indemnification made by Teachers First, to the extent that the interests of the Academy and Teachers First are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent the Academy shall be responsible for indemnification of Teachers First, the Academy shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which the Academy and Teachers First are defended. Notwithstanding the foregoing, in no event shall the Academy indemnify Teachers First for the attorney fees accrued by Teacher First in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by the Academy and no reimbursement of any costs or fees shall be necessary. The Academy may reimburse Teachers First for pre-approved legal expenses and

costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

Section 2. Indemnification of the Academy. Teachers First shall indemnify, save, and hold harmless the Academy and all of its employees (if any), officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by Teachers First with any agreements, covenants, warranties, or undertakings of Teachers First contained in or made pursuant to this Agreement, any misrepresentation or breach of this Agreement, and any acts or failures to act by Teachers First which occurred prior to the Effective Date of this Agreement.

In addition, Teachers First shall indemnify, save, hold harmless, and reimburse the Academy for any and all legal expenses and costs associated with the defense of such claim, demand or suit. Teachers First agrees to advance to the Academy all costs, actual attorneys' fees, actual experts' fees, and such similarly related expenses immediately upon request so that the Academy is not required to pay such expenses out of its own funds.

The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of Teachers First and the Academy are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent Teachers First shall be responsible for indemnification of the Academy, Teachers First shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which Teachers First and the Academy are defended. Notwithstanding the foregoing, in no event shall Teachers First indemnify the Academy for the attorney fees accrued by the Board in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by Teachers First and no reimbursement of any costs or fees shall be necessary. Teachers First may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by Teachers First. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of.

Section 3. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

Section 4. Immunities and Limitations. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 5. Responsibilities of the Parties. Each party will be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents and employees (if any) in connection with the performance of that party's responsibilities under this Agreement.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure). The duty to cooperate will be provided in such a manner that it does not adversely affect the other party's ability to defend against a claim.

Section 7. 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, Grand Valley State University Board of Trustees and its members, and their respective 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 loss 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 of Trustees' approval of the Academy's application, Grand Valley State University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Grand Valley State University, Grand Valley State University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law.

The parties expressly acknowledge and agree that Grand Valley State University, Grand Valley State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE VIII

Insurance

Section 1. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of Teachers First required by this Agreement, and naming Teachers First as an additional insured. The Academy will, upon request, present evidence to Teachers First that it maintains the requisite insurance in compliance with the provisions of this section. Teachers First will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

Section 2. Teachers First Insurance. Teachers First will secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. Teachers First will maintain such policies of insurance as are required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), including the indemnification of the Academy as required by this Agreement. In the event that Authorizer or M.U.S.I.C. requests any change in coverage by Teachers First, Teachers First agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. Teachers First will, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to Teachers First under Teachers First's policy with its insurer(s), to the extent practicable.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article VIII. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by State law, covering their respective employees, if any.

ARTICLE IX

Warranties and Representations

Section 1. Warranties and Representations of the Academy. The Academy represents to Teachers First that (a) it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.

Section 2. Warranties and Representations of Teachers First School Services, Inc. Teachers First represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 3. Warranties and Representations of Teachers First, Inc. Teachers First represents and warrants to the Academy that: (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan; (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; (c) its actions have been duly and validly authorized; and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 4. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X

Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Livingston County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The final decision shall be a cause decision (written explanation). The

Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses, and charges of the mediator.

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available.

ARTICLE XI

Miscellaneous

Section 1. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and Teachers First regarding the subject matter hereof. This Agreement, including Schedule A, constitutes the entire agreement of the parties.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, pandemic, labor strike, flood, terrorism, or other acts beyond its reasonable control.

Section 3. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan (the "State").

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy:	Board President
Teachers First:	Teachers First Inc. c/o Michelle Kyles

Section 5. Assignment. This Agreement shall not be assigned (a) by Teachers First, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of Teachers First, in writing, which consent shall not be unreasonably withheld. Teachers First may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of Teachers First hereunder to any independent contractor, expert or professional advisor. However, this Agreement shall not be assignable without prior notification to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

Section 6. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer's Educational Service Provider Policies.

The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text, the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Finance Authority or any other type of financing that is tax-exempt pursuant to the Internal Revenue Code of 1986, as amended, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.

Section 8. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 9. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and Teachers First. Except as otherwise expressly provided herein, nothing in this

Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

Section 12. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

Section 13. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to Teachers First any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with the Contract and all applicable laws. The parties agree to comply with all applicable laws.

Section 14. Governmental Immunity. Nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees (if any), and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407.

Section 15. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

Section 16. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

Section 17. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO TEACHERS FIRST HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

SCHEDULE A

School Services Fees

Current Rates

Pass-Through Costs/Reimbursements

Michigan Unemployment Tax		4.86%	
Employer Portion of Social Security		6.20%	
Employer Portion of Medicare		1.45%	
Federal Unemployment Tax		0.06%	

Pass-Through Fixed Workers Compensation Costs

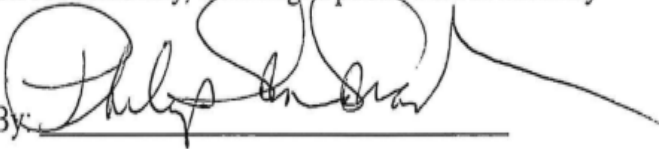
Code: 8868 Teachers		.68%	
Code: 8810 Clerical		.43%	
Code: 9015 Bldg. Maintenance		5.84%	
Code: 9058 Food Service		1.95%	
Code: 7720 Security		3.25%	

Leadership and Instructional Coaching/Recruiting Solution- Daily rate (approximately 30 days) \$750 and will be planned as needed with approval by the school board and in collaboration with the continuous improvement team.

The undersigned hereby execute this Agreement as of the date set forth first above.

The Academy:

Arbor Academy, a Michigan public school academy

By: 

Its: Board President

Teachers First, Inc.,

a Michigan nonprofit corporation

By: *Michelle Kyles*

Michelle Kyles

Its: Executive Officer

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

The Academy will comply with the requirements of MCL 380.580(q) and is required to list "authorized by Grand Valley State University" on property signage, promotional materials, footer of its website pages, and student applications.

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:

MAY 12 - 2025

[Signature]
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Arbor Board of Directors at a properly noticed open meeting held on the 12 day of MAY, 2025, at which a quorum was present.

[Signature]
Board Secretary

SCHEDULE 7-2

CURRICULUM

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

CURRICULUM REQUIREMENTS

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.4, the school shall implement, deliver, and support the Curriculum identified in Schedule 7d. The submission is required to include a detailed written curriculum by grade or level covering each subject/course to be taught and represent a focused, coherent and rigorous learning agenda. At a minimum, the subjects to be taught, as required by law, shall include English language arts, mathematics, science, social studies, physical education and health for kindergarten through grade eight. High school programs are required to offer a course of study that meets the Michigan Merit Curriculum ([MCL 380.1278a](#), [380.1278b](#)).

The school's curricular submission must meet the following requirements. The curriculum will:

- Demonstrate a logical sequence of learning objectives aligned to state and national standards;
- Outline instructional resources and tools;
- Provide the essential vocabulary for each content area; and
- Specify the methods of assessment.

Specific Health requirements including, but not limited to:

- Health education ([MCL 380.1169](#), [380.1502](#) and [380.1170](#));
- Dangerous communicable diseases, including, but not limited to HIV/AIDS ([MCL 380.1169](#)); and
- Sex education, if it is part of the school's curriculum ([MCL 380.1506](#) and [380.1507](#)).

Other considerations:

- If the curriculum is web-based, the school is required to provide all necessary **login** and **password** information such that a representative of the MDE Public School Academies Unit may review the curriculum in its entirety;
- Within the curricular document, include a citation to the specific standard(s) to which the curriculum is aligned;
- Complete the course matrix (p 3 & 4), listing all the courses offered per grade or level; and
- Submit the written curriculum in a consistent format and as separate course documents clearly identified by school name, course title, and grade or level.

NON-CORE CURRICULUM REQUIREMENTS

Non-core curriculum is to be submitted in the same format as the core curriculum. The same template is required to be used, with a curricular document submitted for each grade, level and subject offered. As with the core curriculum, all non-core courses must be explicitly aligned with the state or national standards, representing a focused, coherent and rigorous learning agenda.

Health and Physical Education

Health curriculum must address the Michigan health education requirements ([MCL 380.1170](#) and [380.1502](#)) including the teaching of dangerous communicable diseases ([MCL 380.1169](#) and [380.1170](#)).

- If the school board adopts the Michigan Model for Health, only a module checklist is required.
- Physical education curriculum is required for each grade or level. Participation in extracurricular athletics at the high school level may constitute successful completion of this requirement ([MCL 380.1502](#)).

Visual, Performing and Applied Arts

A written curriculum must be submitted for each visual art, music, dance or theater course offered for each grade or level. The curriculum is required to explicitly indicate alignment to the Michigan Academic Standards. If state standards are not available for a given subject, alignment to national or international standards should be considered and referenced within the document. The standards can be accessed at: [Michigan Merit Curriculum: Visual Arts, Music, Dance, and Theatre](#).

World Languages

A written curriculum must be submitted for each world language course offered for each grade or level. World language is required for high school graduation. Students can meet this requirement by completing two years of a world language in grades nine through 12 or by completing an equivalent learning experience in grades kindergarten through eight, meeting all state proficiency requirements. The Michigan World Language Standards and Benchmarks can be accessed at: [Michigan Merit Curriculum: World Languages Standards and Benchmarks](#).

Technology and Online Learning Experience

A written curriculum must be submitted for each technology course offered for each grade or level. Technology curriculum must align to the Michigan Integrated Technology Competencies for Students (MITECS) 2017. These standards can be accessed at: [Michigan Integrated Technology Competencies for Students](#).

- If the online learning experience requirement for high school graduation is integrated into courses, submit documentation showing fulfillment of the online learning experience.

ADDITIONAL RESOURCES

Common Core State Standards Initiative / www.corestandards.org

Michigan Department of Education Public School Academies Unit
Curriculum Requirements – Schedule 7d

Academy	Arbor Academy
Curriculum Contact	Andrew Barnett
Title	School Principal
Email	abarnett@arboracademy.org
Phone	(269) 963-5851

Elementary Courses:

Indicate all subjects/courses that will be offered, changing the course title to reflect the Academy courses.

- Mark with an "X" the grade or level the course will be offered.
- A written curriculum must be submitted for each course that is offered at the Academy.
- Non-core courses are not required to be included on the course matrix for kindergarten through eighth grade.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
STEM	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X
Music	X	X	X	X	X	X	X	X	X

High School Courses

Indicate all subjects/courses that will be offered including the grade offered, adjusting course names to reflect Academy offerings. A written curriculum must be submitted for each course that is offered at the Academy. Michigan Merit Curriculum minimum requirements are identified on the below course matrix. Additional lines should be added, as needed.

*If students are not required to take a course at a specific grade level, indicate by using the word "any."

**Virtual Courses are any courses that are delivered using a web-based provider. List the course titles (attach additional pages as necessary); provide a password and login for verification.

***Off-Campus Courses: List the titles of all off-campus offerings (attach additional pages as necessary); submit a course description document with the curriculum submission.

Michigan Department of Education Public School Academies Unit
Curriculum Requirements – Schedule 7d

Course Name	Grade*	Course Name	Grade*
ENGLISH (min 4)		WORLD LANGUAGE (min 2)	
English 9			
English 10			
English 11			
English 12			
MATHEMATICS (min 4)		VISUAL, PERFORMING & APPLIED ARTS (min 1)	
Algebra I			
Geometry			
Algebra II			
*4 th year math credit – identify course(s)			
SCIENCE (min 3)		VISUAL, PERFORMING & APPLIED ARTS (min 1)	
Biology			
Chemistry or Physics			
*3 rd year science credit – identify course(s)			
SOCIAL STUDIES (min 3)		OTHER	
US History & Geography			
World History & Geography			
Civics/Government (.5)			
Economics (.5)			
PHYSICAL EDUCATION & HEALTH (min .5)		VIRTUAL COURSES**	
Physical Education			
Health			
		OFF CAMPUS COURSES***	

English Language Arts

- **Grades K-2: Heggerty, UFLI & Engaging Readers by Deanna Jump and DeeDee Willis**
In the early grades. [Pacing Charts](#)
 - We use Heggerty to build phonemic awareness and enhance early literacy skills. This program focuses on essential skills like rhyming, blending, and segmenting sounds, laying the groundwork for fluent reading.
 - Additionally, Engaging Readers by Deanna Jump and DeeDee Willis provides a rich, hands-on approach to reading instruction. Through interactive lessons, students develop their reading phonics, comprehension, fluency, and vocabulary skills with a focus on engaging, age-appropriate texts.
 - We also incorporate the Geodes curriculum from Great Minds, which features decodable readers that support literacy development by integrating rich, diverse texts that engage students with real-world concepts. These decodable books help reinforce phonics skills and promote fluent reading, while enhancing comprehension, vocabulary, and critical thinking skills across a variety of topics.
 - **Grades 3-5: Wit and Wisdom - [Pacing Charts](#)**
Wit and Wisdom offers a comprehensive and challenging approach to reading. Students in grades 3-5 engage with rich, thought-provoking literature and a variety of texts. The program emphasizes reading comprehension, analytical thinking, and the development of written expression through projects and discussions.
 - **Grades 6-8: CommonLit [Scope and Sequence](#)**
CommonLit provides middle school students with an extensive library of texts that span diverse genres and topics. The curriculum emphasizes critical reading, analysis, and the development of writing skills. It encourages students to engage deeply with texts and practice interpreting, analyzing, and discussing literature. The curriculum is available free at <https://www.commonlit.org/>.
-

Science

- **Grades K-5: Mystery Science [Pacing Charts](#)**
Mystery Science brings science to life for elementary students with hands-on, inquiry-based lessons. The curriculum sparks curiosity and fosters scientific thinking as students explore a range of topics, from life sciences to physical science, through real-world connections and engaging experiments.
- **Grades 6-8: Nitty Gritty Science [Pacing Charts](#)**
Nitty Gritty Science challenges middle school students with engaging, hands-on

experiments and real-world problem solving. The curriculum emphasizes critical thinking, scientific inquiry, and collaboration, allowing students to dive deep into topics such as earth science, biology, chemistry, and physics. Through interactive lessons and explorations, students develop a strong understanding of key scientific concepts while applying them in practical contexts.

Math

- **Grades K-8: i-Ready [Pacing Guides](#)**

i-Ready is an adaptive math program designed to meet the individual needs of each student. With personalized lessons that target specific skill gaps, students in grades K-8 are supported in developing a strong mathematical foundation. The program covers all key areas of math, including number sense, algebra, geometry, and data analysis, helping students build the confidence and skills they need to succeed.

Social Studies - [Scope and Sequence](#)

- **Grades K-8: State Standards-Based Curriculum**

In Social Studies, we follow state standards and have carefully selected a variety of resources to provide hands-on learning experiences for all students. The curriculum spans history, geography, civics, and economics, allowing students to make connections between historical events, current issues, and the world around them. We incorporate interactive activities, projects, and simulations to engage students and deepen their understanding of both past and present societies.

Elective: Music - [Scope and Sequences](#)

- This K–8 music curriculum offers a rich and diverse exploration of musical concepts and traditions. Students engage with rhythm, pitch, singing, and instrumental performance through units such as Orff ensemble playing, classical composers, jazz, American music, African American spirituals, and Appalachian ballads. The curriculum also includes unique topics like nursery rhymes, improvisation, dulcimer, guitar, and shape note singing—providing a well-rounded and culturally responsive music education.
-

Elective: Physical Education - [Scope and Sequences](#)

- [OPEN Phys Ed](#) (Online Physical Education Network) is a **free, high-quality physical education curriculum and resource hub** designed to support PE teachers, schools, and districts. Created by physical education professionals, OPEN offers a wide variety of

standards-based lesson plans, instructional modules, assessment tools, and professional development opportunities for grades K–12.

- All resources are 100% **free to access**, making OPEN an invaluable tool for promoting **equitable and effective physical education** in any school setting. Whether you're teaching in-person, hybrid, or virtually, OPEN provides engaging activities that prioritize student learning, physical literacy, and social-emotional growth.

Elective: STEM -[Scope and Sequences](#)

- **K–8 STEM Elective Overview**
- This Michigan-aligned K–8 STEM elective engages students in hands-on, project-based learning across science, technology, engineering, and math. Each unit builds real-world problem-solving skills through themes like **Exploration & Observation**, **Design & Innovation**, and **Systems & Sustainability**. From coding and engineering challenges to environmental design, students grow as creative thinkers, collaborators, and future-ready learners.

SCHEDULE 7-3

STAFF RESPONSIBILITIES

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

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

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

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

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

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

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

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

JOB DESCRIPTION FOR BUS DRIVER

REPORTS TO: Transportation Supervisor/Director

EMPLOYED BY:

QUALIFICATIONS:

1. Valid State of Michigan CDL with the P and S endorsements.
2. Valid un-expired Medical Examiner's Certificate.
3. Safe driving record.
4. Un-expired Course Completion (white or green) Card.
5. Ability to read and interpret a map, establish and maintain proper conduct and safety of passengers on the school bus, accept/relate to students with a variety of exceptional needs.
6. Exercise good judgement and extreme caution while operating a school bus.
7. Remain calm in an emergency situation.
8. Knowledge of the proper application of first aid practices and procedures.
9. Recognize mechanical safety hazards in the bus.
10. Learn to designate orders of pickup and drop off, modify bus routes, and prepare related reports.
11. Learn to operate a two-way radio using required codes.
12. Understand and carry out both oral and written instructions in an independent manner.
13. Meet the physical requirements necessary to perform the required duties safely and effectively.
14. Establish and maintain effective work relationships with those contacted in the performance of duties.
15. In addition to the above, the drivers assigned to ramp buses require the following:
 - a. Physical stamina and stature to load, unload, and secure wheelchair students.
 - b. Willingness to endure exposure to inclement weather.
 - c. Skill to operate electrical/manual lifts on ramp buses, knowledge of proper safety requirements of individual wheelchairs.

NATURE OF THE POSITION:

Under the supervision of Transportation Supervisor/Director, the bus driver is responsible for transporting students to and from a variety of school sites and events and to assure their safety while passengers are in the school bus. Responsible for ensuring the safety of all passengers, including special education students, while operating the assigned bus and for ensuring the assigned bus is in a safe operating condition at all times. Drivers may be assigned to drive wheelchairs or ambulatory buses.

RESPONSIBILITIES OF POSITION:

- Drives a school bus safely in accordance with time schedules; transporting students to and from their homes, a variety of school sites, and on field trips as assigned.
- Oversees the loading and unloading of students, releasing students to authorized individuals; assures that safety belts are fastened.
- May operate a special ramp bus: loads and unloads students in wheelchairs on and off the bus, inspects wheelchair for operational safety and permits only properly functioning wheelchairs to load; operates ramp, assuring seatbelts are fastened, positioning of wheelchairs in bus, and secures the wheelchair.
- Maintains order and proper discipline of passengers: resolves disputes, documents, and reports severe disciplinary cases.
- Conducts established safety and operational inspection of assigned vehicle daily: assures maintenance of bus in safe and clean operating conditions: reports needed mechanical repairs, installs special safety belts, sweeps interior of bus and washes windows daily.

- Establishes drop off and pickup order of assigned students; confers with parents, supervisors, schedulers, and other staff regarding transportation needs, plots route on map, documents route, and adjusts route for new and/or dropped students.
- Monitors students with special health problems while on the bus receives written or oral instructions, is aware and alert to any signs of difficulty following prescribed instructions and procedures, administers first aid, and call for emergency assistance if needed.
- Transports and delivers medication, personal belongings, messages and memos between parents and school staff; collects and returns students' personal property when entering and disembarking.
- Maintains a variety of records and reports including but not limited to mileage, routing, maintenance, and time schedules.
- Attends meetings, programs, and in-services training as assigned.
- Maintains current required licenses and certificates.
- Notifies appropriate individuals of any delays in scheduled route.
- Assists with other routes when breakdown or other unusual circumstances occur as assigned.
- Perform other related duties as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires extensive sitting, standing, and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

Must pass pre-employment drug and alcohol testing.

PERFORMANCE STANDARDS:

1. Demonstrates the willingness and ability to work with people in a team environment.
2. Maintain ongoing communication with supervisor, staff, and administrators related to job duties.
3. Maintain positive, cooperative, and mutually supportive relationships with the school's administration, teachers, students, and co-workers.
4. Implement schools' safety and security practices.
5. Ability to communicate effectively both orally and in writing with staff and public.
6. Ability to write legibly and neatly to complete reports such as incident reports or security logs.
7. Maintain flexibility in work hours/schedule based upon the school's operational needs.

JOB DESCRIPTION FOR Food Service Director

REPORTS TO:

EMPLOYED BY:

QUALIFICATIONS:

1. Bachelor's degree.
2. Minimum 3 years supervisory experience.
3. Prior food service experience.
4. Familiar with PrideWare software.

NATURE OF THE POSITION:

Supervises the activities of the Food Service Program in accordance with local, state and federal mandates and Board policies. Prepares all required reports and reimbursement requests in connection with the Food Service Program.

RESPONSIBILITIES OF POSITION:

The Food Service Director will:

1. Administer the national school lunch and breakfast programs in compliance with federal regulations, state board rules and Board policies.
2. Monitor the district food service budget and implement systems for financial management and control of program revenue and expenditures.
3. Plan, direct and evaluate the management of food service systems to ensure quality in distribution, storage, production, merchandising and service of food.
4. Assist in the development of policies for staffing and criteria for new positions; make recommendations for hiring of new employees and evaluate staff performance.
5. Plan, implement and evaluate a system for procurement, receiving, storage and distribution of food, equipment and supplies.
6. Identify program needs, establish program goals, monitor program activities and evaluate program effectiveness.
7. Administer a system for all phases of food service including food production, work simplification, staff work schedules, menu changes, special meals, equipment selection, use and care, inventory control, cash control and methods of cost containment.
8. Other professional responsibilities as assigned.

DRUG FREE WORKPLACE REQUIREMENT:

The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment at the Academy.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses: sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Food Service Director will:

1. Establish and maintain work performance standards in line with standards established by the Academy.
2. Communicate effectively with teachers, students and parents regarding information, policies and procedures.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Provide opportunities for effective staff development that addresses the needs of the Food Service Program and provide employee training and professional growth.
5. Provide leadership in the development and implementation of nutrition education experiences for students, teachers and food service employees.
6. Maintain positive, cooperative and mutually supportive relationships with the Board, Authorizer, teachers, students, co-workers and subordinates.

JOB DESCRIPTION FOR SUBSTITUTE TEACHER

REPORTS TO: Principals or assigned designee

EMPLOYED BY: Midwest School Services, Inc.

QUALIFICATIONS:

1. Must have minimum 60 college credit hours.
2. If the assignment is in a core discipline area, must have a corresponding major on the transcript.
3. Bachelor of Education preferred.
4. Ability to communicate effectively both orally and in writing.

NATURE OF THE POSITION:

To implement the instructional program, in the absence of the certified teacher, to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that the substitute teacher works collaboratively and communicates effectively with fellow teachers, students, parents, and co-workers.

RESPONSIBILITIES OF POSITION:

1. Meeting and instructing assigned classes facilitating effective learning within the limits of the resources provided by the Academy.
2. Implementing through instruction and action the teachers' lesson plans.
3. Establishing and maintaining a classroom environment conducive to learning by employing a variety of appropriate teaching strategies.
4. Maintain students' grades, assignments, and attendance.
5. Attending staff meetings, and training as applicable.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Demonstrate interest in the work of the Academy and a strong commitment to moral values and dedication to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by the Academy.
3. Communicate effectively with students and parents regarding information, policies, and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Ensure confidentiality of all students and Academy privileged information.
6. Maintain positive, cooperative, and mutually supportive relationships with the Board, Authorizer, students, parents, fellow teachers, co-workers, and the community.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

JOB DESCRIPTION FOR INSTRUCTIONAL PARAPROFESSIONAL

REPORTS TO: **TBD**

EMPLOYED BY: **Employer TBD**

QUALIFICATIONS: Must meet at least one of the following:

1. At least two (2) years of study at an accredited institution of higher education (minimum of 60 credit hours)
2. An associate degree (or higher)
3. Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - a. Knowledge of and the ability to assist in, instructing reading, writing, and mathematics; or
 - b. Knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate.
4. Passing scores of the MTTC:
 - a. Basic Skills; or
 - b. Professional Readiness
5. Passing ETS Parapro assessment with passing score of 460
6. Passing WorkKeys test

NATURE OF THE POSITION: This is a federally funded position and is contingent upon the continuation of grant funding. This position is responsible for providing aid to instructional staff in meeting the objectives of the instructional program.

RESPONSIBILITIES OF POSITION:

1. Provide one-on-one or small group tutoring.
2. Provide instructional support services under the supervision of a teacher.
3. Provide monitoring services during testing sessions.
4. Assist with the Title 1 program: complete necessary paperwork for the Title 1 program.
5. Prepare the classroom for subsequent instruction.
6. Supervise pupils in learning center activities: computer lab, library, or media, etc.
7. Read to children, listen to children read, explain assignments to children, etc.
8. Respond to all levels of supervision.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

NON-CRITICAL COMPONENTS:

1. Assemble materials, equipment and supplies for teacher and student use and store items after use.
2. Assist with bulletin boards, and decorations for special events for instructional purposes.
3. Provide special pupil assistance (i.e., drills with flash cards, learning games)
4. Attend in-service and/or staff development sessions as requested by the school principal.
5. Perform other duties as assigned.

JOB DESCRIPTION FOR TEACHER

REPORTS TO: **TBD**

EMPLOYED BY: **Employer TBD**

QUALIFICATIONS:

1. Must have a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for the subject area(s) being taught.
2. Bachelor's Degree required; Master's Degree preferred.
3. Minimum 3 years teaching.
4. Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
5. Ability to teach and develop curriculum for assigned grade level(s).

NATURE OF THE POSITION:

This position is responsible for fostering students' interest in education as well as academic development. The incumbent must possess a mastery command of the Michigan Academic Standards for their respective discipline and be a competent professional with in-depth knowledge of instructional best practices and educational methods and procedures specific to the secondary classroom.

RESPONSIBILITIES OF POSITION:

1. Plan, prepare and deliver lesson plans and instructional materials that facilitate active learning and are in line with State of Michigan objectives and school-wide curriculum goals.
2. Use relevant technology to support and differentiate instruction.
3. Encourage and monitor the progress of individual students and use information to adjust teaching strategies.
4. Help individual students who are behind or struggling to learn content.
5. Collaborate with other Teachers to develop lesson plans and improve the overall learning process.
6. Communication with students and parents regarding student progress and/or needs.
7. Establish and communicate clear objectives for all learning activities.
8. Manage student behavior in the classroom by establishing and enforcing rules and procedures.
9. Maintain discipline in accordance with the rules and disciplinary systems of the school.
10. Understanding of how to use formative, summative, and interim assessment data to inform daily instruction.
11. Ability to create classroom assessments that effectively measure student proficiency levels as demonstrated by the Michigan Academic Standards.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Demonstrate interest in the work of the Academy and a strong commitment to moral values and dedication to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by the Academy.
3. Communicate effectively with students and parents regarding information, policies, and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Ensure confidentiality of all student and Academy privileged information.

6. Maintain positive, cooperative, and mutually supportive relationships with the Board, Authorizer, students, parents, fellow teachers, co-workers, and the community.

Office Manager

REPORTS TO: School Leader

EMPLOYED BY: Teachers First

QUALIFICATIONS:

1. High school diploma required.
2. Knowledge of various computer software packages and platforms.
3. Ability to communicate effectively both orally and in writing.

NATURE OF POSITION: Your role is to create and maintain a pleasant work environment, ensuring high levels of organizational effectiveness, communication, key-record keeping and coordination among departments.

RESPONSIBILITIES OF POSITION:

The Office Manager will:

1. Enter daily attendance data; entering date for absences.
2. Make phone contact with parents/guardians.
3. Assist in switchboard duties.
4. Issue and maintain suspension letters.
5. Distribute mail throughout the Academy.
6. Prepare Daily Bulletin and announcements.
7. Post official notices.
8. Order general office and warehouse supplies.
9. Maintain inventory of general office supplies.
10. Maintain general requisitioning request for building.
11. Check in and distribute building curriculum orders.
12. Other professional duties as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses: sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The School Office Manager will:

1. Demonstrate interest in the work of the Academy and a strong commitment to moral values and dedication to providing an excellent early educational foundation for children.
2. Establish and maintain work performance standards in line with standards established by the Academy.

3. Communicate effectively with students and staff regarding information, policies and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Ensure confidentiality of all student and the Academy's privileged information
6. Maintain positive, cooperative and mutually supportive relationships with the Board, authorizer and co-workers.

JOB DESCRIPTION FOR OFFICE ASSISTANT

REPORTS TO: Office Manager or designee

EMPLOYED BY: Teachers First

POSITION SUMMARY

This position provides administrative support to the principal and staff in accordance with the school's vision, mission, and values.

QUALIFICATIONS:

- High school diploma or equivalent. Some college coursework preferred
- Three (3) years minimum of related administrative secretarial experience
- Considerable knowledge of modern office procedures, equipment, and office management
- The ability to compose routine correspondence, as well as, proofreading and detecting errors in printed documents
- Written, typing and computer skills necessary for the creation and compilation of various documents, communications, and reports. Must be knowledgeable of Microsoft Office and Google
- Interpersonal skills necessary to deal effectively and tactfully with all levels of staff, parents, students, and others
- Required to communicate and process highly confidential information and handle problem situations in a tactful, courteous and respectful manner.
- Ability to work independently and exercise initiative, proper judgment, and proper discretion in performing administrative duties including handling confidential and sensitive information.

RESPONSIBILITIES OF POSITION:

- Greet staff, students, parents, and visitors professionally.
- Accurately preparing communications, documents, records, and other materials in a timely manner
- Respond to internal and external requests in a timely manner
- Support secretary/receptionist/office assistant in maintain accurate and complete records and files
- Maintain an environment of professionalism and respect
- Maintain confidentiality of documents and information received

OTHER REQUIREMENTS:

- Administer medication and basic first aid to children.
- Cooperatively perform any additional duties that are assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and business grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry as may be required.

JOB DESCRIPTION FOR FOOD SERVICE WORKER

REPORTS TO: Food Service Director or designee

EMPLOYED BY: Teachers First

QUALIFICATIONS:

1. High School diploma or equivalent.
2. Prior food service experience preferred.
3. Minimum two (2) year customer service experience.

NATURE OF THE POSITION:

Perform a variety of duties relating to cafeteria-style service including greeting and servicing the customer, food preparation, stocking counters and steam tables, and maintaining sanitation standards. Customer services is a major function of the position.

RESPONSIBILITIES OF POSITION:

1. Maintain proper food handling and safety standards while preparing foods, serving foods, and cleaning up.
2. Setting up for lunch; serving lunch quickly, neatly, and attractively.
3. Stock counters, displays, refrigerators, and steam tables neatly, accurately and in a timely manner per the established menu.
4. Displaying food under appropriate hot or cold standards.
5. Maintaining accurate portion control.
6. Keeping equipment clean and free of debris during meal services.
7. Greeting customers courteously.
8. Maintaining a professional appearance at all times in accordance with the Academy standards.
9. Other duties as assigned by the Food Service Director or designee.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 30 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

- Establish and maintain work performance standards in line with those standards established by the Academy.
 - Greet staff, students, others in a friendly, courteous, and respectful manner.
 - Demonstrate the willingness and ability to work with people in a team environment.
 - Maintain a positive, cooperative and mutually supportive relationships with the Academy Administration, teachers, students, and co-workers.
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27655 Middlebelt Rd. Suite #170 Farmington Hills., Michigan 48334
(248) 313-2000 Fax (248) 313-2009

Job Description: Custodian

Reports to: Facilities Director

Supervises: None

Position Summary:

Responsible for maintaining an attractive, sanitary and safe facility for students, staff, visitors and the public. Provide equipment and furniture arrangements for meetings, classroom activities and other events as needed. Minimize property damage, loss and liability exposures to the Academy.

Qualifications:

- High School diploma or equivalent
- Minimum 4 years of professional or industrial cleaning experience
- Required to perform multiple non-technical tasks
- Self-motivated and positive attitude
- Ability to perform basic math, read and follow instructions and understand multi-step written and oral instructions
- Good organizational skills
- Knowledge of custodial supplies and cleaning methods and techniques
- Ability to operate various types of equipment (vacuums, floor buffers, etc.)
- Ability to work under limited supervision following standardized practices and/or methods
- Ability to communicate clearly both orally and written with staff, students, visitors and the public
- Problem solving

Responsibilities:

- Arrange furnishings and equipment in preparation for meetings, classroom activities and events as needed
- Attend all professional development/in-service training (e.g., blood borne pathogens, first aid, cleaning solvents, floor care, etc.)
- Clean assigned areas to maintain a sanitary, safe and attractive environment
- Daily attendance and punctuality are required to meet the goals of the work unit
- Responsible to immediate safety and/or operational concerns to resolve immediate safety issues and maintain a functioning physical and educational environment
- Inspect Academy facilities to ensure suitability for safe operations; maintain in an attractive and clean condition and identify any repairs that may be necessary due to vandalism, equipment breakage, weather conditions, etc.
- Perform work at heights of up to 12 feet using ladders and/or scaffolding for the purpose of cleaning, changing light bulbs, replacing ceiling tiles, etc.
- Prepare Academy facilities for daily operations to ensure Academy facilities are operational and safe
- Secure Academy facilities (e.g., locked doors) and ground to minimize property damage, equipment loss and any potential liability to the Academy

- Service job-related machinery/equipment (e.g., adjusting, cleaning, and oiling vacuums, cleaners, scrubbers, etc.) to maintain equipment in good working condition. Also, change burses, pad, rollers, etc. on equipment as needed
- Perform other related duties as assigned

Other Requirements:

- Satisfactory criminal background checks

Physical and Environmental Requirements:

This position requires extensive standing and walking throughout the work shift. Must have the ability to stoop, crouch, kneel and bend. Occasionally lifts and carries items weighing up to 50 pounds. Must have the ability to use senses: sight, hearing, smell and touch.

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing and/or pulling, some climbing and balancing, significant stooping, kneeling, crouching and/or crawling. The job is performed under some temperature extremes and under some hazardous conditions.

JOB DESCRIPTION FOR PARAPROFESSIONAL

QUALIFICATIONS: Must meet at least one of the following:

1. At least two (2) years of study at an accredited institution of higher education (minimum of 60 credit hours)
2. An associate degree (or higher)
3. Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - a. Knowledge of and the ability to assist in, instructing reading, writing, and mathematics; or
 - b. Knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate.
4. Passing scores of the MTTC:
 - a. Basic Skills; or
 - b. Professional Readiness
5. Passing ETS Parapro assessment with passing score of 460
6. Passing WorkKeys test

NATURE OF THE POSITION: This is a federally funded position and is contingent upon the continuation of grant funding. This position is responsible for providing aid to instructional staff in meeting the objectives of the instructional program.

RESPONSIBILITIES OF POSITION:

1. Provide one-on-one or small group tutoring.
2. Provide instructional support services under the supervision of a teacher.
3. Provide monitoring services during testing sessions.
4. Assist with the Title 1 program: complete necessary paperwork for the Title 1 program.
5. Prepare the classroom for subsequent instruction.
6. Supervise pupils in learning center activities: computer lab, library, or media, etc.
7. Read to children, listen to children read, explain assignments to children, etc.
8. Respond to all levels of supervision.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

NON-CRITICAL COMPONENTS:

1. Assemble materials, equipment and supplies for teacher and student use and store items after use.
2. Assist with bulletin boards, and decorations for special events for instructional purposes.
3. Provide special pupil assistance (i.e., drills with flash cards, learning games)
4. Attend in-service and/or staff development sessions as requested by the school principal.
5. Perform other duties as assigned.

JOB DESCRIPTION FOR Behavior Interventionist

REPORTS TO: Principal

EMPLOYED BY: TBD

SUMMARY:

Will serve as the primary advocate for supporting the diverse needs of students. Supporting attendance, behavior, health and safety, student mobility, academic and non-academic needs. The Behavior Interventionist will coordinate positive behavior interventions, after school events, culture and climate team members, and develop a culture and climate of high expectations.

EDUCATION AND EXPERIENCE:

- Bachelor's degree required with concentration in communication, education, or related fields.
- Desired 3 years minimum experience with community outreach activities/programs
- Successful clear criminal background check.

ESSENTIAL RESPONSIBILITIES:

- Develop targeted strategies to reduce problematic behaviors and encourage productive behaviors through means such as positive reinforcement.
- Provides leadership and support; advises and counsels teachers and students who experience disciplinary issues in accordance with the Academy's student code of conduct and established disciplinary program and guidelines.
- Work closely with the individual(s) and with other professionals to assess the student's behaviors and create a specially designed plan.
- Contacts parents regarding any discipline referrals which include, but are not limited to, removal from class, detention or suspension.
- Tracks all disciplinary referrals from teachers and staff in the database system.
- Coordinates and implements individual plans.
- Creates general strategies for behavior assessment with the principal and other academy administrators.
- Works closely with the principal and other Academy administrators to establish and maintain a strong culture of academic excellence and disciplined behavior among students.
- Assists the Principal in overseeing student advisory implementation, home visits and monitors, tracks and reports on progress of advisory activities.
- Helps students develop mental capabilities and healthy habits that can last for the rest of their lives.
- Collaborate with community agencies.
- Connect parents/guardians to community services.
- Other duties as assigned.

OTHER SKILLS:

- Behavior analysis
- Data Collection
- Creation and implementation of treatment plans
- CPR
- Crisis intervention
- Adaptability
- Enthusiasm
- Communication Skills
- People Skills
- Self-motivation
- Resilience

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision and the ability to adjust focus.

The noise level in this environment is quiet to loud depending upon the activity in the particular part of the day.

JOB DESCRIPTION FOR PRINCIPAL

REPORTS TO: **TBD**

EMPLOYED BY: **Employer TBD**

SUMMARY:

The role of Principal will serve as the educational leader and chief administrator of the Academy, with the responsibility for implementing and ensuring adherence to policies, regulations and procedures of the Academy and Academy Board. Along with, coordinating administrative oversight and plan all phases of instructional leadership for the school including educational programming, administration, budgetary, planning, discipline, and counseling services.

EDUCATION AND EXPERIENCE:

1. Master's degree
2. A valid State of Michigan Administrator Certificate – or –
3. Obtain a School Administrator Permit (see Michigan Compiled Laws (MCL) [380.1246](#) and the [School Administrator Certification Code](#), R 380.102, require valid Michigan school administrator credentials (certificate or permit)
4. Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind
5. Minimum of five (5) years of successful service in public schools (or equivalent)
6. Minimum of four (4) years of successful service in school administration preferred

ESSENTIAL RESPONSIBILITIES:

- Ensures that all students are supervised in a safe learning environment and provided instruction that meets and exceeds the State of Michigan Core Curriculum Content Standards, following the approved curricula and directives of the Academy.
- Provides leadership, management, and enforcement of effective and clear procedures for the operation and functioning of the Academy consistent with the philosophy, mission, values, and goals of the Academy including:
 - Instructional programs in the Core Curriculum Content Standards
 - Extracurricular activities
 - Discipline systems to ensure a safe and orderly climate
 - Program evaluation
 - Emergency procedures
 - Community and Academy relations
- Ensures compliance with all applicable laws, administration codes, Academy Board policies and regulations.
- Provides leadership to all staff in establishing programs and activities that will yield student enrichment, rewards and self-esteem enhancement.
- Ensures student discipline programs and procedures are implemented in accordance with the Academy's discipline policies.
- Checks teachers' lesson plans, grade books and/or grade distribution sheets, and attendance documents to ensure compliance with the standards of the Academy.
- Adheres to and implements all aspects of the Academy's performance management and appraisal policy; submits recommendations to **Employer** regarding personnel.
- Ensures staff participation in meaningful and engaging professional development activities.
- Ensures confidentiality of all student and Academy privileged information.
- Maintains a positive, cooperative, and mutually supportive relationship with the Academy Board, the University (authorizer), parents, and representatives of resource agencies within the community.
- Collaborates and communicates regularly with staff regarding personnel management, financial management, pupil accounting/scheduling, and facility/office operations.

- Participates in parent meetings and conferences and acts as intermediary between parents, teachers, and students to deal with a variety of needs or issues.
- Ensure completion of routine and required paperwork including attendance reports, test results, and licensing information for students, educators, staff, and school management.
- Ensures that necessary maintenance and repairs to the school property are performed.
- Collaborates with other principals and educators throughout the district to choose and develop curriculum and textbooks that align with local, state, and national standards.
- Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:

- Oversees the daily management of the school and office.
- Oversees educations in the school, providing periodic observations and evaluations that are timely, constructive, and completed based on the timetables set by the school district.
- Recommendations for hiring staff for the school and presides over hearings that may be necessary to dismiss a staff member.
- Rewarding and disciplining employees, addressing complaints, and resolving problems.

SKILLS:

- Demonstrate excellence in working with students and their families.
- Strong leadership and organizational skills.
- Demonstrate knowledge and understanding of curriculum development and program evaluation, child growth and development, effective instructional strategies, classroom management, learning assessment, diagnosis and research related to learning.
- Ability to effectively use computer technology and various software applications for word processing, data management and telecommunications.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to communicate clearly and concisely both in oral and written form.
- Ability to perform duties with working knowledge of Academy requirements and Academy Board policies.

LANGUAGE SKILLS:

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations.
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS:

- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference and volume.
- Ability to apply concepts of basic algebra and geometry.

OTHER SKILLS AND ABILITIES:

- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Ability to apply knowledge of current research and theory in a specific field.
- Ability to establish and maintain effective working relationships with students, staff, and the community.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk and hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision and distant vision. The noise level in this environment is quiet to loud, depending on the activity in the particular part of the day.

The demands of extended workdays (coverage of building activities and extra-curricular activities, etc.) require a high level of physical endurance. This job required the ability to handle and balance multiple demands at the same time. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

JOB DESCRIPTION FOR Math Coach

REPORTS TO: School Leader or designee

EMPLOYED BY: Employer TBD

QUALIFICATIONS:

- Master's degree in education with a major in math.
- A valid Michigan Teacher Certification with the appropriate endorsement(s).
- Proven track record of excellent math instruction.
- Minimum 3 years of teaching experience.
- Excellent communication and technology skills.

NATURE OF THE POSITION:

Supports math instruction, professional development, data analysis and student achievement. Required to organize, facilitate, and attend professional development at the school site and district level. Coaches provide instructional support to all teachers and students by co-teaching, mentoring, and modeling in classrooms. Coaches will provide support in continual assessment development and the collection, management, and analysis of data. The Coach is an integral part of the school improvement planning process. Coaches assist with the reporting of student achievement data. They assist in developing and presenting parent and community education opportunities and special events at the school site.

RESPONSIBILITIES OF POSITION:

- Analyzes class and grade level data for the purpose of sharing information with teachers and making informed decisions relative to instructional practices.
- Assesses skills and needs, both initially and ongoing, of teachers for the purpose of determining the kinds of professional development and strategies needed to bring about student achievement and gains in value added scores.
- Assesses and instructs individual and small groups of students for the purpose of improving levels.
- Leads and participates in on-going professional development to convey and/or gather information related to math content.
- Maintains data files, student records and other data related to mathematics for the purpose of determining success of math coaching on student achievement.
- Mentors and coaches peer teachers to assist in improving instruction.
- Uses a variety of materials such as lesson plans, pacing guides, class materials, etc. for modeling best practices in math instruction, documentation of activities, and/or conveying information.
- In collaboration with teachers, creates lesson plans for the purpose of instruction and adhering to scope and sequence guides and district curriculum.
- Works collaboratively with other district coaches.
- Performs other related duties as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

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

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

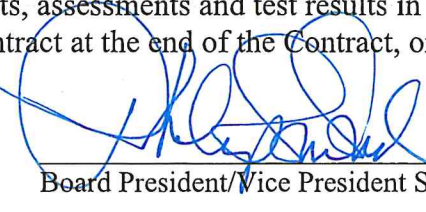
Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. The Academy shall also assess pupil using all applicable testing that the Code or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

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

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

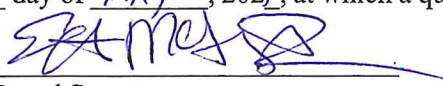
Date:

May 12 2025


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Arbor Academy Board of Directors at a properly noticed open meeting held on the 12 day of MAY, 2025, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

ADMISSION OF STUDENTS

Reference:

MCL 380.502(3)(e)(iii); MCL 380.504

The Board of Directors will allow students who reside in Michigan, regardless of their citizenship or immigration status to enroll in the Academy in accordance with limits established by the Board of Directors. The Board shall meaningfully communicate material information about enrollment requirements and procedures with parents, including parents who have limited proficiency in English. Access to information regarding enrollment requirements and procedures shall be available on the Academy's web site. The enrollment window will be open for no less than two (2) weeks, and it will include weekend and evening hours. Because space is limited, each student must enroll each year. Preferences will be in writing and given to:

- A. pupils who were enrolled in the Academy in the immediately preceding school year;
- B. siblings of enrolled students;
- C. children of a person who is employed by or at the Academy or who is on the Board of Directors of the Academy.

When maximum enrollment for a grade has been reached, applicants shall be placed on a waiting list and admitted on the basis of a lottery system.

The Educational Service Provider shall develop Administrative Procedures for the proper implementation of this policy.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

2025-2026 Scheduled DAYS of Instruction Form - Grades K-12 & Special Education

COUNT DAYS: Weds., Oct. 1, 2025 and
Weds., Feb. 11, 2026

School District:	Arbor Academy	First Day for Students:	August 18, 2025	----- This building operates: (check one) ----- <input checked="" type="checkbox"/> on a district-wide calendar OR on an individual building calendar	
School Building:	Arbor Academy	Grade Level:	K-8		Last Day for Students:

INSTRUCTIONS:

X = NO INSTRUCTION IS SCHEDULED

Place an "X" by each day with NO instruction scheduled.

H = PART-TIME (HALF-DAY)

Place an "H" over each day when instruction is scheduled for part-time (1/2 day).

O = OTHER*

Place an "O" in each day for Other (hrs. different than whole or 1/2 day).

DO NOT PLACE ANY MARK ON A SCHEDULED FULL DAY OF INSTRUCTION.

NOTE:
Edit year
To update

and date
DO NOT
Formula:

July 2025						Days
M	T	W	Th	F		
	1 x	2 x	3 x	4 x		
7 x	8 x	9 x	10 x	11 x	Full	0
14 x	15 x	16 x	17 x	18 x	1/2	0
21 x	22 x	23 x	24 x	25 x		
28 x	29 x	30 x	31 x		Other	0
Comments:						Total 0

August 2025						Days
M	T	W	Th	F		
				1 x		
4 x	5 x	6 x	7 x	8 x	Full	9
11 x	12 x	13 x	14 x	15 x	1/2	0
18	19	20	21	22		
25	26	27	28	29 x	Other	0
Comments:						Total 9

September 2025						Days
M	T	W	Th	F		
1 x	2	3	4	5		
8	9	10	11	12	Full	20
15	16	17	18	19 o	1/2	0
22	23	24	25	26		
29	30				Other	1
Comments:						Total 21

SCHEDULED DAYS NOT IN SESSION - INTERRUPTIONS	
List date(s) and reason(s) your bldg. was not in session due to an unplanned event; i.e, snow day, power, or boiler failure, etc...	
Date Not in Session or Early Release Time and Reason	Date Rescheduled

SUMMARY TOTAL SCHEDULED DAYS	
Full-Time	174
1/2 Days	0
Other	6
TOTAL	180

COPY OF
SUPPORTING
DOCUMENTATION
MUST BE ATTACHED

October 2025						Days
M	T	W	Th	F		
		1	2	3	Full	22
6	7	8	9	10		
13	14	15	16	17	1/2	0
20	21	22	23	24		
27	28	29	30	31 o	Other	1
Comments:						Total 23

November 2025						Days
M	T	W	Th	F		
3	4	5	6	7	Full	16
10	11	12	13	14		
17	18	19	20	21	1/2	0
24	25	26 x	27 x	28 x		
					Other	1
Comments:						Total 17

December 2025						Days
M	T	W	Th	F		
1	2	3	4	5	Full	15
8	9	10	11	12		
15	16	17	18	19	1/2	0
22 x	23 x	24 x	25 x	26 x		
29 x	30 x	31 x			Other	0
Comments:						Total 15

January 2026						Days
M	T	W	Th	F		
			1 x	2 x	Full	18
5	6	7	8	9		
12	13	14	15	16 o	1/2	0
19 x	20	21	22	23		
26	27	28	29	30	Other	1
Comments:						Total 19

February 2026						Days
M	T	W	Th	F		
2	3	4	5	6	Full	18
9	10	11	12	13 o		
16 x	17	18	19	20	1/2	0
23	24	25	26	27		
					Other	1
Comments:						Total 19

March 2026						Days
M	T	W	Th	F		
2	3	4	5	6	Full	20
9	10	11	12	13		
16	17	18	19	20	1/2	0
23	24	25	26	27		
30 x	31 x				Other	0
Comments:						Total 20

April 2026						Days
M	T	W	Th	F		
		1 x	2 x	3 x	Full	17
6 x	7	8	9	10		
13	14	15	16	17	1/2	0
20	21	22	23	24 o		
27	28	29	30		Other	1
Comments:						Total 18

May 2026						Days
M	T	W	Th	F		
				1	Full	19
4	5	6	7	8		
11	12	13	14	15	1/2	0
18	19	20	21	22		
25 x	26	27	28	29 x	Other	0
Comments:						Total 19

June 2026						Days
M	T	W	Th	F		
1 x	2 x	3 x	4 x	5 x	Full	0
8 x	9 x	10 x	11 x	12 x		
15 x	16 x	17 x	18 x	19 x	1/2	0
22 x	23 x	24 x	25 x	26 x		
29 x	30 x				Other	0
Comments:						Total 0

AUDITOR USE ONLY:	
Full Days: _____ Half Days: _____ Other: _____	Auditors' Comments:
Not in Session	
Weather: _____	
Other: _____	
Rescheduled: _____	
Total in Session: _____	

I certify that the above information is true and accurate: _____

Authorized Representative Signature _____ Title _____ Date _____

Scheduled Daily Clock HOURS of Instruction

**FULL-DAY KINDERGARTEN, GRADES 1-12, &
SPEC. ED.**

DISTRICT: Arbor Academy

School Year:
2025 - 2026

**BUILDING/
PROGRAM:** Arbor Academy **GRADE
LEVEL:** K-8

COUNT DAY: (please check)
X Fall **Spring**

INSTRUCTIONS: Complete PART A for all variations of each bldg./program full time schedule & for each partial day where a varying schedule occurs in the bldg./program. After documenting the daily hrs. in PART A, summarize the total hrs. scheduled for each bldg./program in Part B.

Check One: ☒ **Full-Day** ☐ **Partial-Day** ☐ **Other*** (*Give dates & descriptions of type of day; i.e., early dismissal, late starts, etc...)

PART A - CALCULATION OF DAILY SCHEDULED HOURS

INSTRUCTIONAL TIME			IN MINUTES		
PERIOD	START TIME	END TIME	CLASS TIME	PASSING TIME FROM PERIOD	TOTAL
Example	7:45	8:30	45	5	50
1	8:20 AM	11:30 AM	12:00 AM		12:00 AM
2			12:00 AM		12:00 AM
3			12:00 AM		12:00 AM
4			12:00 AM		12:00 AM
LUNCH	11:30 AM	12:00 PM	0		
5	12:00 PM	3:20 PM	12:00 AM		12:00 AM
6			12:00 AM		12:00 AM
7			12:00 AM		12:00 AM
8			12:00 AM		12:00 AM
Total Minutes					12:00 AM
					Divide by 60
Total Hours					6.50

REMINDERS

1. Passing time TO first period MUST BE EXCLUDED.
2. Homeroom may be counted up to 15 mins. which includes passing time.
3. Up to 30 mins. per day of passing time may be counted between classes
4. Only ONE passing time for lunch period may be counted.
5. The longest lunch period MUST BE EXCLUDED.
6. Passing time FROM last period MUST BE EXCLUDED.
7. Recess may be counted ONLY IF supervised by a certificated teacher and shall not exceed 30 minutes. May also be attached to lunch if reasonable time.
8. For high schools, 1 or 2 study halls may be counted ONLY if supervised by a certificated teacher and the local school district provided at least 1,188 hours of instruction (1,098 + 90).

CERTIFICATION

I certify the information submitted is true & accurate to the best of my knowledge. All hours for which enrollment is reported are eligible for pupil membership. A copy of each teacher's certificate is on file at the local education agency.

Authorized Representative

Title

Date

PART B - CALCULATION OF TOTAL SCHEDULED HOURS

	Daily Scheduled Hours	Times	Scheduled Days**		Scheduled Hours
Full Days	6.50	X	174	=	1,131.00
Partial Day(s)		X	0	=	
Other Day(s)	6.00	X	6	=	36.00
Other Day(s)		X		=	
Other Day(s)		X		=	
TOTAL DAYS/HOURS SCHEDULED			180		1,167.00

* This information should be obtained from the Scheduled Days of Instruction Form.

*All days identified as "Other" on calendar must have "Scheduled Daily Clock Hours of Instruction Form" completed.

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

The Academy will enroll students in kindergarten through eighth grade that are age appropriate.

SCHEDULE 7-8

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

Arbor Academy is a public charter school located at 55 Arbor Street in Battle Creek, Michigan. The school occupies a 4.3-acre property that includes four single-story buildings with a combined operational space of 23,679 square feet. The site features a parking lot, a large green area, and dedicated spaces for classrooms, offices, and student recreation. One of the buildings operates as a childhood development center and includes a 19,100-square-foot fenced-in area, serving as a feeder for the school's kindergarten program.

AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

BETWEEN

ARBOR ACADEMY
(A PUBLIC SCHOOL ACADEMY)
AND

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated July 1, 2025, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES ("University Board") to ARBOR ACADEMY ("Academy"), the parties agree to the following:

A. The following Contract Schedules are amended:

1. Amend Schedule 7-8, Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate, by replacing the current lease document with the document attached as Tab A.

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract.


ARBOR ACADEMY

By: 
Philip VanVranken

Its: Board President

Date: 16 Dec 2025

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
Leah C. Breen

Its: Authorized Designee

Date: 12/17/2025

09/25/2025 DW.

I HEREBY CERTIFY THAT THERE ARE NO TAX LIENS ON TITLES HELD BY THE STATE ON THE LANDS DESCRIBED WITHIN THIS INSTRUMENT, AND THAT THERE ARE NO TAX LIENS OR TITLES HELD BY INDIVIDUALS ON SAID LANDS FOR THE FIVE YEARS PRECEDING THE DATE OF THIS INSTRUMENT, AS APPEARS IN MY OFFICE. THIS CERTIFICATE DOES NOT APPLY ON TAXES, IF ANY, NOW IN PROCESS OF COLLECTION.

Melinda Weaver
MELINDA WEAVER, TREASURER

**AFFIDAVIT
M.T.T.B.A.**



STATE OF MICHIGAN - CALHOUN COUNTY
RECORDED
09/30/2025 07:49:26 AM
KIMBERLY A. HINKLEY, CLERK/REGISTER

RECEIPT #: 263697
\$30.00 WARRANTY DEED
\$5.00 Tax Certificate Fee



3

WARRANTY DEED

File No. 20216234

KNOW ALL MEN BY THESE PRESENTS: That Foundation for Behavioral Resources fka Foundation for Behavioral Research, a Michigan nonprofit corporation

whose address is 6535 N 42nd St, Augusta, MI 49012

convey(s) and warrant(s) to ✓ Arbor Academy, a Michigan public school academy

whose address is ✓ 55 Arbor St, Battle Creek, MI 49015

Land situated in the City of Battle Creek, County of Calhoun, State of Michigan

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

Commonly known as 55 Arbor St, Battle Creek, MI 49015 and 67 Arbor St, Battle Creek, MI 49015
Tax ID No. 0064-00-165-0 and 0064-00-167-0

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act; and the grantor grants to the grantee the right to make ALL division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

For the amount set forth on the Real Estate Transfer Tax Valuation Affidavit filed.

EXEMPT PURSUANT TO MCL 380.503(9) ✓

Subject to easements and building and use restrictions of record.

Dated this 18th day of September, 2025

Signature Page Follows

Drafted (as scrivener only) by:
✓ Daniel P. Lievois, Attorney
Under the direction of Ronald R. Hutchinson
1680 Crooks Road
Troy, MI 48083

When recorded return to:
Arbor Academy
55 Arbor St
Battle Creek, MI 49015



STATE OF MICHIGAN - CALHOUN COUNTY
FILED
09/29/2025 10:23:04 AM
KIMBERLY A. HINKLEY, CLERK/REGISTER OF DEEDS

2816 - SN

CLC

Foundation for Behavioral Resources fka Foundation for
Behavioral Research, a Michigan nonprofit corporation

By: Ronald R. Hutchinson
Ronald R. Hutchinson, Treasurer

State of Michigan
County of Kalamazoo

The foregoing instrument was acknowledged before me this 18th day of September, 2025, by Ronald R. Hutchinson, Treasurer of Foundation for Behavioral Resources fka Foundation for Behavioral Research, a Michigan nonprofit corporation.

Cheryl L Blood
Notary Public, Kalamazoo County MI
My Commission Expires 4/15/2028
Acting in County of _____

Signature 
Print Name _____
Notary Public, _____ County, _____ State
My commission expires _____
Acting in the County of _____

EXHIBIT A

File No. 20216234

LAND SITUATED IN THE CITY OF BATTLE CREEK, COUNTY OF CALHOUN, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 SECTION 14, TOWN 2 SOUTH, RANGE 8 WEST, DESCRIBED AS FOLLOWS: THE NORTH 350 FEET OF THE SOUTH 610 FEET OF THE FOLLOWING: COMMENCING AT A POINT 165 FEET SOUTH OF THE SOUTH LINE OF TERRITORIAL ROAD AND 33 FEET EAST OF EAST BOUNDARY OF THE RECORDED PLAT OF PRAIRIE VIEW; THENCE SOUTH PARALLEL WITH THE EAST BOUNDARY OF PRAIRIE VIEW, 1717.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF TERRITORIAL ROAD 545.6 FEET TO A POINT ON THE WEST BOUNDARY OF THE RECORDED PLAT OF GREENLAWN, THIS POINT BEING DISTANT 300 FEET NORTH OF THE NORTHERLY BOUNDARY OF WEST COLUMBIA AVENUE (FEDERAL HIGHWAY US-12); THENCE NORTH ALONG THE WEST BOUNDARY OF GREENLAWN 1717.28 FEET TO A POINT 165 FEET SOUTH OF THE SOUTH LINE OF TERRITORIAL ROAD; THENCE WEST PARALLEL WITH TERRITORIAL ROAD 545.5 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

THE NORTH 142.50 FEET OF THE FOLLOWING DESCRIBED PARCEL; A PARCEL OF LAND IN SECTION 14, TOWN 2 SOUTH, RANGE 8 WEST, CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 165.00 FEET SOUTH OF THE SOUTH LINE OF TERRITORIAL ROAD AND 33.00 FEET EAST OF THE EAST LINE OF PRAIRIE VIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 5 OF PLATS, ON PAGE 7 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN; THENCE SOUTH 1457.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 545.60 FEET TO THE WEST LINE OF GREENLAWN ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 7 OF PLATS, ON PAGE 6 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN; THENCE SOUTH ALONG SAID WEST LINE, 260.00 FEET; THENCE WEST 545.60 FEET; THENCE NORTH 260.00 FEET TO THE POINT OF BEGINNING. EXCEPT THE SOUTH 137.86 FEET OF THE EAST 30.00 FEET THEREOF.

Commonly known as: 55 Arbor St, Battle Creek, MI 49015 and 67 Arbor St, Battle Creek, MI 49015
Tax ID No. 0064-00-165-0 and 0064-00-167-0

FOUNDATION FOR BEHAVIORAL RESOURCES
AND
ARBOR ACADEMY BOARD OF DIRECTORS
LEASE EXTENSION/OPTION TO PURCHASE

This lease extension made and entered by and between the Foundation for Behavioral Resources, 600 South Lincoln Street, Augusta, Michigan 49012, herein after referred to as "landlord", and Arbor Academy, 55 Arbor Street, Battle Creek, MI 49015, herein after referred to as "tenant."

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Description. For and in consideration of the reimbursements and covenants herein contained, landlord does hereby offer an extension of lease and make available buildings located at 55 Arbor Street, Battle Creek, MI, known as "Arbor Academy", including adjacent land, playground and parking. The said buildings, consisting of one building approximately 8,160 square feet, one approximately 9,508 square feet, and one approximately 960 feet with the improvements thereon and appurtenances thereto, are hereinafter referred to as the "premises." Landlord also makes available all personal property including furniture, equipment, electronics, supplies, etc. within and about the premises.

2. Term. The extension of this Agreement shall commence on July 1, 2025 and terminate on ~~August 30, 2025.~~ DECEMBER 31, 2025 AK

3. Cost Apportionment. The cost for the space for the lease shall be \$25,000.00 per month. Payments shall commence on July 1, 2025 and on the 1st day of August, 2025. Rent is due for any full or partial month of lease tenancy.

THIS IS A TRIPLE NET LEASE.

4. Utilities. Water, gas, electricity, internet service, and garbage disposal are the responsibility of the tenant. Tenant shall also provide all janitorial and custodial service. Tenant shall maintain the yard in and about the 3 premises in a neat, tidy manner, and the buildings in full functional and structural condition.

5. Use of the Premises. Parties to the agreement shall use the premises for the purpose of operating a public charter school. No other use will occur without the prior written consent of landlord. Tenant shall rely upon, and coordinate with the on-site Child Development

Center for all preschool and prekindergarten services. Tenant shall rely upon the Child Care Food Service for all food requirements.

Neither party shall permit the premises or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or maintained in the premises which would in any way:

- A. Violate any law, regulation or requirement of public authorities;
- B. Cause structural injury to the building or any part thereof;
- C. Interfere with the normal operations of the heating, ventilating, plumbing or other mechanical or electrical systems of the building;
- D. Constitute a public or private nuisance;
- E. Alter the appearance of the exterior of the building or any portion of the interior thereof.

6. Maintenance of the Premises. Tenant shall, at its own expense, make all necessary structural repairs and maintain in good condition and make all repairs to the walls of the leased premises, the electrical wiring, plumbing, and heating facilities serving the premises, and any other repairs necessary to reestablish or correct any current or latent defects. If Landlord observes and reports necessary repairs not performed, tenant will have 30 days to complete such. Failure to complete necessary repairs shall constitute a default of lease. All damage to the premises and/or building from any cause, shall be repaired, restored, or replaced promptly by tenant to the reasonable satisfaction of landlord at sole cost and expense of tenant. All such repairs and any restorations or replacements required in connection therewith shall be of a quality and class at least equal to the original work or installations and shall be done in a good and workmanlike manner. All damaged, depleted equipment and supplies shall be repaired or replaced.

7. Insurance. Tenant shall provide fire, wind, and extended coverage insurance on the building in an amount equal to the sales price agreed upon.

The tenant at its own cost and expense, shall maintain valid and enforceable insurance protecting and indemnifying landlord against any and all claims for injury or damage to persons or property or for the loss of life, or of property occurring upon, in, or about the leased premises. Such insurance shall have minimum limits during the term of this Agreement of not less than 1 million in respect of bodily injury or death of any one person in respect of any one occurrence or

accident and 2 million aggregate. Tenant shall maintain not less than \$3,500,000 insurance for property damage. Landlord shall be named as an additional insured on all policies, and Tenant shall provide an insurance certificate indicative thereof.

Tenant shall be responsible for maintaining such insurance upon its personal property as it shall deem necessary.

8. Waiver of Subrogation In Insured Loss. Each party agrees to include in its insurance policies a waiver of the insurer's right of subrogation against the other party. Each party hereby releases the other party with respect to any claim (including any claim for negligence) which it might otherwise have against the other party for loss, damages, or destruction, with respect to its property by fire or other casualty (including rental value or business interest as the case may be) occurring during the term of this Agreement to the extent loss is covered by an insurance policy maintained by the parties suffering the loss.

9. Improvements. It is agreed by the parties hereto that no modifications or alterations are to be made by tenant nor equipment installed or removed without the express written consent for landlord. All such additions, modifications or alterations consented to by landlord are to be made only at the expense of tenant. Tenant shall save landlord harmless from all liens and encumbrances on the leased premises as a result of improvement installed by tenant.

Upon termination of this Agreement, said modifications or alterations may be removed and the premises in the area of the removal restored to a condition comparable with the area surrounding the removal area.

Any and all such additions, alterations and modifications shall be made in accordance with all laws, ordinances, or regulations applicable to the school premises.

10. Damage to or Destruction of the Premises. In the event the premises shall be destroyed by fire, casualty, or other cause during the term hereof, this Agreement shall terminate and all reimbursements herein provided shall be prorated to the date of destruction. In the event of partial destruction, landlord shall have the option of restoring the premises or terminating this Agreement. In the event of partial destruction, all reimbursements herein provided shall be prorated for the portion rendered untenable until the same shall have been restored to a tenantable condition.

11. Assignment and Subletting. Tenant shall not, by operation of law or otherwise, assign, mortgage, or encumber this Agreement or sublet or permit the premises or any part thereof to be used by others, without landlord's prior written consent in each instance.

12. Access to Premises. Landlord shall have access to enter upon the premises at all reasonable hours for the purpose of inspecting, repairing, and, maintaining.

13. Default. In the event of the default of tenant in the reimbursements specified or any other payment to be made pursuant to this Agreement, or in the performance or observance of any of the conditions, agreements, or covenants of this Agreement, landlord may, at its option, after giving seven (7) days prior written notice thereof in the case of the default in payment of any money or after giving fourteen (14) days written notice thereof in the case of any other default, and in the further event that such default is not corrected within the relevant seven (7) or fourteen (14) day period, terminate this Agreement and re-enter the said premises and remove all persons therefrom pursuant to the statute in such case made and provided.

14. Quiet Enjoyment. Landlord warrants that tenant, upon paying the said reimbursements and performing the covenants herein contained, shall peacefully and quietly have, hold, and enjoy said premises during the term of this Agreement.

15. Notices. Any notices to be served pursuant to this Agreement shall be deemed satisfactorily served if mailed by ordinary mail with first-class postage pre-paid to the address of the party as herein set forth. Service of the notice shall be deemed made on the date following the mailing.

16. Continuity of Agreement. This Agreement shall be deemed binding upon the respective heirs, personal representative, successors and assigns of the parties hereto. It is further agreed that this Agreement supersedes and replaces all prior agreement, verbal or written, between the parties hereto and pertaining to the leased premises.

17. Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by landlord of payments by tenant with knowledge of the breach of any covenant of this Agreement shall not be deemed a waiver of such breach. No provision in this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by such party. No payment by tenant or receipt by

landlord of a lesser amount than the monthly reimbursement herein stipulated shall be deemed to be other than on account of the earliest stipulated reimbursement, nor shall any endorsement or statement on any check or any letter accompanying and check or payment be deemed an accord and satisfaction, and landlord may accept such check or payment without prejudice to landlord's right to recover the balance of such reimbursement or pursue any other remedy provided in this Agreement.

18. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the balance of the terms and provisions of the Agreement shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

19. Surrender of Premises. Upon the expiration or the termination of this Agreement for any reason, tenant shall surrender the premises to landlord in like condition as when it took possession thereof, excepting ordinary wear and tear and damage by the elements, within seven (7) days of such expiration or termination. Any tenant's personal property not removed from the premises on or before seven (7) days after termination of the Agreement shall be deemed abandoned and landlord may remove said property from the premises without any obligation to reimburse tenant or any other owner thereof for its value.

20. State of Interpretation. This Agreement shall be interpreted under the laws of the State of Michigan.

21. Option to Purchase. Consonant with the lease extension, landlord/owner acknowledges the original buy/sell agreement (3/24; 3/25) for the entire Arbor Street property and extends the offer to sell for a 2⁶ month period from July 1, 2025 through ~~August 30, 2025~~ ^{DECEMBER 31, 2025} with \$2,791.67 of additional rent for each month.

All

B6

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed
the day and year first above set forth.

Executed in the Presence of:

Jamara C. Poul

FOUNDATION FOR BEHAVIORAL
RESOURCES

By: Donald R. Anderson
Its: TREASURER

Executed in the Presence of:

David Patterson

TF/Midwest

ARBOR ACADEMY BOARD OF DIRECTORS

By: Eugene H. McKee, Jr.
Its: Treasurer / BOARD MEMBER

Please note the extended dead lines.

*Please also note the Food Service ^{RF} Contract
requirements.*

RF



LB021168 ARBOR ACADEMY

(021168)

RF#: 1739948 889810

SR #146941

Send To: FIELDS

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit No. B021168
Arbor Academy
55 Arbor Street
Battle Creek, Michigan
Kalamazoo County

The above named building of Use Group E and Construction Type 5A is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

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

February 21, 2007