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

ISSUED BY

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

ISSUED TO

**KALAMAZOO COVENANT ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
KALAMAZOO COVENANT ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2023**

GENERAL INDEX

Contract Schedules

- Schedule 1: University Board Resolutions
 - Method of Selection Resolution, dated May 2, 2023
 - Authorization Resolution, dated May 2, 2023
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
 - Schedule 7-1: Educational Goals and Programs
 - Schedule 7-2: Curriculum
 - Schedule 7-3: Staff Responsibilities
 - Schedule 7-4: Methods of Accountability and Pupil Assessment
 - Schedule 7-5: Academy's Admission Policies and Criteria
 - Schedule 7-6: School Calendar and School Day Schedule
 - Schedule 7-7: Age/Grade Range of Pupils Enrolled
 - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section

Section 1.1	Certain Definitions.....	1
Section 1.2	Captions	4
Section 1.3	Gender and Number	4
Section 1.4	Schedules	4
Section 1.5	Statutory Definitions	4
Section 1.6	Application.....	4
Section 1.7	Conflicting Contract Provisions.....	4

ARTICLE II

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

Section 2.1	Independent Status of the University	5
Section 2.2	Independent Status of the Academy	5
Section 2.3	University Board Resolutions	5
Section 2.4	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes.....	5
Section 2.5	University Board Administrative Fee	6
Section 2.6	University Board as Fiscal Agent for the Academy	7
Section 2.7	Authorization of Employment	7
Section 2.8	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	7
Section 2.9	Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University	8
Section 2.10	Authorizing Body Contract Authorization Process	8
Section 2.11	University Board Approval of Condemnation	8
Section 2.12	Charter Schools Office Director Review of Certain Financing Transactions	8

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.....	9
-------------	--	---

Section 3.2	Other Permitted Activities	9
Section 3.3	Academy Board Members Serve in Their Individual Capacity	9

ARTICLE IV

PURPOSE

Section 4.1	Academy's Purpose	10
-------------	-------------------------	----

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1	Nonprofit Corporation	10
Section 5.2	Articles of Incorporation	10
Section 5.3	Bylaws	10
Section 5.4	Quorum	10

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1	Governance Structure	11
Section 6.2	Contributions and Fund Raising	11
Section 6.3	Educational Goals and Programs	11
Section 6.4	Curriculum	11
Section 6.5	Methods of Accountability and Pupil Assessment	11
Section 6.6	Staff Responsibilities	12
Section 6.7	Admission Policy	12
Section 6.8	School Calendar/School Day Schedule	12
Section 6.9	Age/Grade Range of Pupils Enrolled	12
Section 6.10	Annual Financial Audit	12
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations	13
Section 6.12	Accounting Standards	13
Section 6.13	Placement of University Student Interns	14
Section 6.14	Disqualified Organizational or Contractual Affiliations	14
Section 6.15	Matriculation Agreements	14
Section 6.16	Posting of Accreditation Status	14
Section 6.17	New Public School Academies Located within Boundaries of a Community District	14
Section 6.18	Collective Bargaining Agreements	15

ARTICLE VII

TUITION PROHIBITED

Section 7.1	Tuition Prohibited: Fees and Expenses.....	15
-------------	--	----

ARTICLE VIII

COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS

Section 8.1	Compliance with Part 6a of Code	15
Section 8.2	Compliance with State School Aid Act	15
Section 8.3	Open Meetings Act	15
Section 8.4	Freedom of Information Act	15
Section 8.5	Public Employees Relations Act.....	15
Section 8.6	Uniform Budgeting and Accounting Act.....	15
Section 8.7	Revised Municipal Finance Act of 2001	16
Section 8.8	Non-discrimination	16
Section 8.9	Other State Laws.....	16
Section 8.10	Federal Laws	16

ARTICLE IX

AMENDMENT

Section 9.1	Amendments	16
Section 9.2	Process for Amending the Contract	16
Section 9.3	Process for Amending Academy Articles of Incorporation.....	17
Section 9.4	Process for Amending Academy Bylaws	17
Section 9.5	Final Approval of Amendments.....	17
Section 9.6	Change in Existing Law	17
Section 9.7	Emergency Action on Behalf of University Board.....	18

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1	Grounds and Procedures for Academy Termination of Contract	18
Section 10.2	Termination by University Board	18
Section 10.3	Contract Suspension.....	19
Section 10.4	Statutory Grounds for Revocation	20
Section 10.5	Other Grounds for University Board Revocation	20
Section 10.6	University Board Procedures for Revoking Contract	21
Section 10.7	Automatic Amendment of Contract; Automatic Termination of	

	Contract if All Academy Sites Closed; Economic Hardship Termination	24
Section 10.8	Venue; Jurisdiction	25
Section 10.9	Conservator; Appointment by University President	25

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1	Grand Valley State University Faculty Employment in the Academy	26
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	26
Section 11.3	Student Conduct and Discipline.....	26
Section 11.4	Insurance	26
Section 11.5	The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan	28
Section 11.6	Transportation	29
Section 11.7	Extracurricular Activities and Interscholastic Sports	29
Section 11.8	Legal Liabilities and Covenants Not to Sue	29
Section 11.9	Lease or Deed for Proposed Single Site(s)	30
Section 11.10	Occupancy and Safety Certificates	30
Section 11.11	Criminal Background and History Checks; Disclosure of Unprofessional Conduct;.....	30
Section 11.12	Special Education.....	30
Section 11.13	Deposit of Public Funds by the Academy.....	31
Section 11.14	Nonessential Elective Courses	31
Section 11.15	Educational Service Provider Agreements	31
Section 11.16	Required Provisions for Educational Service Provider Agreements	31
Section 11.17	Additional Requirements for ESP Agreements	33
Section 11.18	Incompatible Public Offices and Conflicts of Interest Statutes	33
Section 11.19	Certain Familial Relationships Prohibited	33
Section 11.20	Academy Board Legal Counsel	34
Section 11.21	Dual Employment Positions Prohibited.....	34
Section 11.22	Oath of Public Office	34
Section 11.23	Information Available to the Public and University	34
Section 11.24	Administrator and Teacher Evaluation Systems.....	34
Section 11.25	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence	34
Section 11.26	Student Privacy	35
Section 11.27	Disclosure of Information to Parents and Legal Guardians.....	35
Section 11.28	List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian	36
Section 11.29	Confidential Address Restrictions	36
Section 11.30	Partnership Agreement.....	37
Section 11.31	Statewide Safety Information Policy	37

Section 11.32	Criminal Incident Reporting Obligation.	38
Section 11.33	Academy Emergency Operations Plan	38
Section 11.34	School Safety Liaison.	38
Section 11.35	New Building Construction or Renovations	38
Section 11.36	Annual Expulsion Report and Website Report on Criminal Incidents	38
Section 11.37	K to 3 Reading	38

ARTICLE XII

GENERAL TERMS

Section 12.1	Notices	39
Section 12.2	Severability	39
Section 12.3	Successors and Assigns.....	39
Section 12.4	Entire Contract	39
Section 12.5	Assignment	39
Section 12.6	Non-Waiver.....	39
Section 12.7	Indemnification	40
Section 12.8	Construction.....	40
Section 12.9	Force Majeure	40
Section 12.10	No Third Party Rights	40
Section 12.11	Non-agency	40
Section 12.12	Governing Law	40
Section 12.13	Counterparts.....	41
Section 12.14	Term of Contract.....	41
Section 12.15	Survival of Provisions.....	41
Section 12.16	Termination of Responsibilities.....	41
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	41
Section 12.18	University Board or CSO General Policies on Public School Academies Shall Apply	41

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Ninth through Twelfth (9-12) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

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

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

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

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Kalamazoo Covenant Academy
Attn: Board President
400 W. Crosstown Parkway
Kalamazoo, MI 49001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

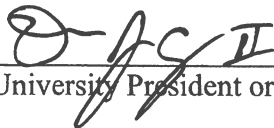
Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code, and Applicable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

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

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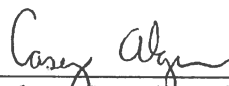
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

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.

KALAMAZOO COVENANT 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 28, 2023:

Reauthorization of 6a Charter Contract – Kalamazoo Covenant Academy,
Kalamazoo (3 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on July 10, 2015, authorized the issuance of a contract to charter Kalamazoo Covenant Academy (the “Academy”); and

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

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

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 2nd day of May 2023.

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



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

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

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

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

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

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

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

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

* See attached page for board member names and terms

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

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

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 30th day of April 2019.



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

Kalamazoo Covenant Academy

Current Board Members:

- Luke Kujacznski. Term Expires June 30, 2022
- John Lewis. Term Expires June 30, 2020
- Barbara Miller. Term Expires June 30, 2020
- Albert Little. Term Expires June 30, 2021
- Casey Alger. Term Expires June 30, 2021

Founding Board Members:

- Thomas A. Baird, Term expiring June 30, 2017
- Joseph M. Kaplan, Term expiring June 30, 2018
- Edward G. Snyder, Term expiring June 30, 2018



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JULY 10, 2015:

Authorization of Kalamazoo Covenant Academy 6a Contract

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Kalamazoo Covenant Academy ("Academy"), located at 1340 Cobb Avenue, Kalamazoo, MI 49007, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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

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

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

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

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)
11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

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


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

Thomas A. Baird	2 year term expiring June 30, 2017
Joseph M. Kaplan	3 year term expiring June 30, 2018
Edward G. Snyder	3 year term expiring June 30, 2018

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

Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 20th day of July 2015.


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

SCHEDULE 2

ARTICLES OF INCORPORATION

E4-03

CSCL/CD-511 (Rev 10/17)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU			
Date Received DEC 05 2019 3:00	AC1	TranInfo:1 23922282-1 12/04/19 Chk#: 8075 Amt: \$20.00 ID: 800944280	FILED DEC 05 2019 ADMINISTRATOR CORPORATIONS DIVISION
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 Douglas J. McNeil		TranInfo:43 23922282-2 12/04/19 Chk#: 8075 Amt: \$100.00 ID: 800944280 EFFECTIVE DATE:	
Address 250 Washington Avenue			
City Grand Haven	State Michigan Zip Code 49417		

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RESTATED ARTICLES OF INCORPORATION For use by Domestic Nonprofit Corporations

Pursuant to the provisions of the Michigan Nonprofit Corporation Act 162, Public Acts 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 present name of the corporation is: Kalamazoo Covenant Academy
2. The identification number assigned by the Bureau is: 800944280
3. All former names of the corporation are: Not Applicable
4. The date of the filing of the original Articles of Incorporation was: 06/01/2015

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: Kalamazoo Covenant 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.

NC

ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Restated Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

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

Real Property: none

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

Personal Property: none

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

ARTICLE IV

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

Douglas J. McNeil

- 2.

The address of the registered office is:

250 Washington Avenue Grand Haven, Michigan 49417
(Street Address) (City) (ZIP Code)

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

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

ARTICLE V

The name and address of the incorporator is as follows:

Name

Douglas J. McNeil

Residence or Business Address

250 Washington Avenue, Grand Haven, MI 49417

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

ARTICLE XI

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

ARTICLE XII

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

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

- (iv) An intentional criminal act.
- (v) A liability imposed under section 497(a).

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

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

ARTICLE XIII

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

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

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

ARTICLE XIV

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

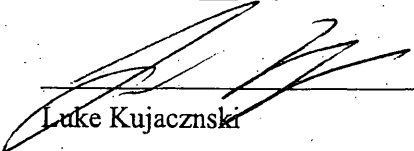
ARTICLE XV

The Restated Articles of Incorporation shall become effective upon filing. However, the

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

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 27 day of June 2019.

Signed this 27 day of June 2019.



Luke Kujacznski
Academy Board President

SCHEDULE 3

BYLAWS

TABLE OF CONTENTS

RESTATED BYLAWS

	<u>Page</u>
Article I. Name of PSA	1
Article II. Form of Academy	1
Article III. Offices	1
1. Principal Office	1
2. Registered Office	1
Article IV. Board of Directors	1
1. General Powers	1
2. Method of Selection and Appointment	2
3. Conservator; Appointment by University President	4
4. Compensation	4
Article V. Meetings	5
1. Regular Meetings	5
2. Special Meetings	5
3. Notice; Waiver	5
4. Open Meetings Act	5
5. Presumption of Assent	5
Article VI. Committees	5
1. Committees	5
Article VII. Officers of the Board	6
1. Number	6
2. Election and Term of Office	6
3. Removal	6
4. Vacancies	6
5. President	6
6. Vice-President	6
7. Secretary	7
8. Treasurer	7
9. Assistants and Acting Officers	7
10. Salaries	7
11. Filling More than One Office	7
Article VIII. Contracts, Loans, Checks, and Deposits; Special Corporate Acts	7

1. Contracts	8
2. Loans	8
3. Checks, Drafts, etc.	8
4. Deposits	8
5. Voting of Securities Owned by this Corporation	8
6. Contracts between Corporation and Related Persons	9
Article IX. Indemnification	9
Article X. Fiscal Year, Budget and Uniform Budgeting and Accounting	9
Article XI. Seal	9
Article XII. Amendments	10
Certification	10

**RESTATED BYLAWS
OF
KALAMAZOO COVENANT ACADEMY**

**ARTICLE I
NAME**

This organization shall be called Kalamazoo Covenant Academy (The “Academy” or the “corporation”).

**ARTICLE II
FORM OF ACADEMY**

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

**ARTICLE III
OFFICES**

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

Section 2. Registered Office. The registered office of the Academy shall be 250 Washington Avenue, Grand Haven, Michigan 49417. The registered agent is Douglas J. McNeil. 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 Restated Bylaws, the Contract and Applicable Law.

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

1. Method of Selection and Appointment of Academy Board Members:
 - a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed

individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
 - c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath / Acceptance of Office/Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to

vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board actions by or on behalf of the Academy; c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

Section 4. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes

regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V MEETINGS

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

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

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

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

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

ARTICLE VI COMMITTEES

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

ARTICLE VII OFFICERS OF THE BOARD

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

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

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

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

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

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or

refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Restated 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

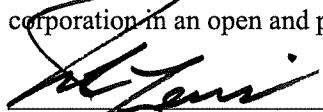
The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII AMENDMENTS

These Restated 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 Restated Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 27 day of June 2019.



John Lewis

Academy 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 Kalamazoo Covenant Academy ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

BY: Alyson Hayden
Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 9, 2023

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 6

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

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

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

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

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

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

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

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

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

MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as effective as of the 1st day of July, 2023, by and between the **Covenant Academies Foundation**, a Michigan non-profit corporation (“CAF”), and **Kalamazoo Covenant Academy**, a body corporate and Michigan public school academy (the “Academy”).

RECITALS

The Academy is a charter school, organized as a public school academy under the revised Michigan School Code (the “Code”). The Academy has been granted a contract (the “Contract”) by the Grand Valley State University (“GVSU”) to organize and operate a public school academy, with GVSU as the authorizing body. The Academy operates under the direction of the Kalamazoo Covenant Academy (the “Board”).

The management of CAF was instrumental in the creation of the Academy, having incorporated the Academy, recruited its initial Board of Directors (the “Board”), prepared the application with GVSU for the Contract (the “Application”), and prepared the curriculum and related documents submitted with the Application and essential for the operation of the Academy.

The Academy and CAF desire to create an enduring educational partnership, whereby the Academy and CAF will work together to provide a comprehensive educational program for the “at risk” population which will predominantly be attending the Academy. Further, the Academy and CAF desire to work together to facilitate the operations of the Academy efficient use of the Academy’s financial resources.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

- A. Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The Academy further represents that it has been granted the Contract by GVSU to organize and operate a public school academy. The Academy is therefore authorized by the Code and GVSU to supervise and control such academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.
- B. Contract.** The Academy hereby contracts with CAF, to the extent permitted by law, to supervise the provision of all labor, materials, facilities, equipment and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals,

and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board of the Academy and included in the Contract between the Academy and GVSU. It is understood that the scope of services to be provided by CAF in accordance with this Agreement may be provided directly by CAF or indirectly through a subcontractor of CAF.

C. Designation of Agents. The Board designates the management and/or employees of CAF as having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act (“FERPA”).

D. Status of the Parties. CAF is a non-profit Michigan corporation, and is not a division of or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of CAF. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer – employee. Except as expressly provided in this Agreement, no agent or employee of CAF shall be deemed to be the agent or employee of the Academy. CAF shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between CAF and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between CAF and the Academy.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of July 1, 2023 and shall expire on June 30, 2026. This Agreement may be renewed by the mutual consent of the parties if the current Contract between the Academy and GVSU is renewed or extended.

ARTICLE III

FUNCTIONS OF CAF

A. Responsibility. CAF shall be responsible and accountable to the Board for the administration, operation and performance of the Academy in accordance with the Contract. CAF’s responsibility is expressly limited by: (i) the budget CAF and the Academy agree upon pursuant to the terms of this Agreement, and (ii) the availability of state funding to pay for said services. Neither CAF nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in the Academy budget.

B. Educational Program. CAF agrees to implement the educational goals and programs as incorporated in the Contract (the “Educational Program”). In the event CAF determines that it is necessary to modify the Educational Program, CAF shall inform the Board of the proposed changes and obtain board approval, and if required under the Contract, approval

of GVSU. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and CAF are interested in results and not in inflexible prescriptions. At the end of each academic semester, and otherwise as requested, CAF will provide the Board with updated reports on progress towards implementing each of the Academy's educational goals in the Educational Program.

C. Specific Functions. CAF shall be responsible for facilitating the management, operation, administration, accounting and education at the Academy. Such functions may be discharged directly by CAF, indirectly by a subcontractor of CAF, or by the Academy itself, and shall include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs.
2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI.
3. Operation and the installation of technology integral to the school design.
4. All aspects of the business administration of the Academy.
5. All aspects of the accounting operation, including general ledger management and financial reporting.
6. Food service, if any is provided, for the Academy.
7. Before and after school child care, if any is provided, for the Academy through the use of CAF's Child Development Centers.
8. Any other function necessary or expedient for the administration of the Academy.

D. Purchases. Purchases made by CAF on behalf of the Academy with Academy monies including, but not limited to, instructional materials, supplies, and equipment will be the property of the Academy.

E. Subcontracts. CAF reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy including. However, CAF shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

- F. Place of Performance.** CAF reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.
- G. CAF Office Space.** For the term of this Agreement, suitable office space shall be provided at the Academy for CAF personnel and subcontractors. The office space shall be used by CAF for CAF activities related to the Academy. The Academy shall also provide CAF, upon CAF's request, with an additional room to be used for activities related to the Academy. The Academy agrees that CAF may incur, on the Academy's behalf, office and rental expenses associated with off-site central management.
- H. Student Recruitment.** CAF and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.
- I. Due Process Hearings.** CAF shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Academy shall retain the right to provide due process as required by law.
- J. Legal Requirements.** CAF shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the Academy shall interpret state and local regulations liberally to give CAF flexibility and freedom to implement its educational and management programs.
- K. Rules & Procedures.** CAF shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy.
- L. School Year and School Day.** The school year and school day shall be as provided in the Contract submitted to and approved by GVSU. CAF reserves the right to modify the school year/day so long as State mandated days and hours of instruction are met.
- M. Pupil Performance Standards and Evaluation.** CAF shall implement pupil performance evaluations which permit evaluation of the education progress of each Academy student. CAF shall be responsible and accountable to the Board for the performance of students who attend the Academy. CAF will utilize assessment strategies acquired by the terms of the Contract. The Board and CAF will cooperate in good faith, to identify measures of school performance and goals for Academy students including, but not limited to, parent satisfaction.
- N. Services to Disabled Students and Special Education.** CAF shall provide special education services to students who attend the Academy in conformity with the

requirements of state and federal law. CAF may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Academy's program, subject to approval of the Academy Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.

O. Compliance with Academy's Contract. CAF 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 GVSU Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

P. Unusual Events. CAF agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder.

Q. Student and Financial Records. All student and financial information related to the Academy shall be available for inspection at the Academy or at CAF's central office upon reasonable request consistent with applicable federal and state laws.

R. Compliance with Section 503c. On an annual basis, CAF 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.

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

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of CAF including, but not limited to, CAF's recommendations concerning policies, rules, regulations and budgets. The Board's failure to adopt CAF's reasonable recommendations with respect to policies, rules and regulations to enable CAF to implement the school design as set forth in the Contract may,

at CAF's option, be deemed a material breach of this Agreement by the Academy. The Board shall retain the authority to make reasonable regulations in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management and operation of the Academy, including, without limitation, regulations relative to the conduct of the pupils while in attendance of the Academy or enroute to and from the Academy.

B. Assistance to CAF. The Board shall cooperate with CAF in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Board shall timely furnish CAF all documents and records necessary for CAF to properly perform its responsibilities under this agreement.

C. Unusual Events. The Board agrees to timely notify CAF of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect CAF in complying with its responsibilities hereunder.

D. CAF Office Space. For the term of this Agreement, suitable office space shall be provided at the Academy for CAF personnel and subcontractors. The office space shall be used by CAF for CAF activities related to the Academy. The Academy shall also provide CAF, upon CAF's request, with an additional room to be used for activities related to the Academy. The Academy agrees that CAF may incur, on the Academy's behalf, office and rental expenses associated with off-site central management.

E. Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy. The Board shall further retain the obligation, as provided in section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials and equipment.

F. Educational Consultant. The Board may retain at its own expense an educational consultant to review the operations of the Academy and the performance of CAF under this agreement. CAF shall cooperate with such consultant in the performance of his or her responsibilities to the Board. Notwithstanding anything contained elsewhere in this agreement, without Board authorization, CAF shall have no authority to select, evaluate, assign, supervise or control any consultant retained by the Board.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the Academy Board shall be deposited within three (3) business days with a financial institution acceptable to the Board and CAF. The Academy and CAF shall be named signatories on the account.

CAF, as disbursement agent for the Board, is authorized to disburse funds from the account on behalf of the Academy for the purposes and uses authorized pursuant to the terms of this Agreement. Except as specifically excluded by the terms of this Agreement, the term “Revenues” shall include all funds received by on or behalf of the Academy including, but not limited to;

- 1) State Aid Funds.
- 2) Special Education funding provided by Federal or State Governments to the Academy that is directly allocable to special education students in the Academy.
- 3) Gifted and talented funding provided by Federal and State Governments that is directly allocable to gifted and talented students in the Academy.
- 4) At-Risk funding provided by Federal and State Governments to the Academy that is directly allocable to at-risk students in the Academy.
- 5) Funding provided by Federal and State Governments to the Academy that is directly allocable to students in the Academy with limited English proficiency.
- 6) Federal and State grant sources, including Title 1, which is directly allocable to the Academy.
- 7) Grants and donations received by the Academy (except to the extent CAF is not required or involved in soliciting, administering, or managing such grants and/or donations).
- 8) Fees charged to students for extra services as and to the extent permitted by law.

(All of the above are hereinafter collectively referred to as the “Revenues”).

The Revenues shall be expended by CAF in accordance with the approved Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. Projected Budget. CAF shall provide the Board with an annual projected Budget (the “Budget”). The budget shall be submitted to the Board prior to June 30th for the following academic year.
2. Budget Detail. The Budget shall contain reasonable detail as requested by the Board. The Budget shall include all projected expenses and costs reasonably associated with operating the Academy and the CAF school program including, but not limited to, the projected cost of all services and education programs provided to the Academy, leasehold and other lease obligations incurred by the Academy, maintenance and repairs to Academy facilities and capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the Academy, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and other costs and expenses connected to operating the Academy.

3. Approval. The Budget shall be prepared by CAF and submitted to the Board for approval. The Budget may be amended from time to time as deemed necessary by CAF and the Board.
4. Expenditures. CAF shall not expend the Revenues in such a way as to deviate materially from the provisions of the Budget without Board approval (except where the deviation is less than the amount budgeted).

C. Fees.

1. Base Fee. In consideration for the services to be provided to the Academy by CAF, the base fee for the fiscal year of the Academy from July 1, 2023, through June 30, 2024, and for each fiscal year thereafter for the duration of the Agreement, the Academy shall pay CAF a base fee equivalent to Fifteen percent (15%) of all revenues, excluding other financing sources, ("Revenues"), received by the Academy and attributable to the fiscal year in question.

The base fee shall be considered compensation for services which are provided exclusively by the management and staff of CAF. These services shall specifically include fiscal guidance and consultation with the Academy board, administrative oversight of the Academy's operations, including the review and evaluation of other educational services providers of the Academy, and guidance to the staff and administrators of the Academy to help assure that the mission of the Academy of serving the "at risk" student population is being fulfilled.

2. Additional Fees. The fees for services which are provided to the Academy pursuant to this Agreement by subcontractors or other service providers of CAF shall be invoiced to the Academy by CAF on a monthly basis, which fees and charges shall be itemized and passed-through to the Academy without any mark-up or up-charges as more specifically outline in the attached Schedule 1 which is part of this Agreement.

D. Availability of Funds. CAF shall only be required to perform its responsibilities upon this Agreement to the extent that the Academy has received and made available to CAF sufficient Revenues to make payments in accordance with the terms of the Budget.

E. Other Public School Academies. The Academy acknowledges that CAF may enter into similar management agreements with other public school academies. CAF shall maintain separate accounts for expenses incurred by or on behalf of the Academy and other Public School Academies, and shall only charge the Academy for expenses incurred by or on behalf of the Academy. If CAF incurs authorized reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation, then CAF shall allocate such expenses among all such academies, including the Academy, on a prorated basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

F. Financial Reporting. CAF shall provide the Board with:

- 1) The projected annual Budget as required by the terms of this Agreement.
- 2) Detailed statements of all Revenues received, and detailed statements of all direct expenditures for services and or expenses rendered or incurred to or on behalf of the Academy, whether incurred on-site or off-site, upon request.
- 3) Reports on Academy operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.
- 4) Other information on a periodic basis to enable the Board to monitor CAF's performance and the efficiency of its operation of the Academy, and to reconcile the Fee paid to CAF.

G. Access to Records. CAF shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of CAF, and shall retain all of these records for a period of five (5) years from the close of the fiscal year to which such records relate. CAF and the Academy shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Academy Board shall be responsible for reviewing and approving the annual Budget of the Academy as presented by CAF.

I. Annual Audit. The Academy Board shall select, retain, and pay for an annual audit in accordance with the Academy's authorizing documents and the School Aid Act.

J. Legal Counsel. The Academy board shall select, retain and pay for legal counsel and obtain legal services and consultation as necessary. The Academy's legal counsel shall assist in assuring that the operations of the Academy are compliant with all applicable laws and regulations.

K. Start-up Financing. CAF may provide start-up and organizational funds for the Academy, including funds for professional services, the development of a curriculum, technology systems and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing, equipping and rehabilitating the academy building as required by this Agreement. If CAF makes such advances, CAF shall be reimbursed from the Revenues as and when funds are available as determined by the mutual consent of the Academy board and CAF.

L. Other Financing. The Board may apply to CAF for financing from time to time. Any such financing shall be subject to written agreement between the parties as to terms, and may cover the cost of funds for the development and on-going operations of any and all aspects of the Academy's program. The Academy shall reimburse CAF for any such financing from state school aid payment and/or other revenue sources.

ARTICLE VI

PERSONNEL & TRAINING

- A. Personnel Responsibility.** CAF, in consultation with the Academy Board, shall select qualified personnel to perform services at the Academy. CAF shall determine if the staff shall be employees of the Academy, of CAF, or a subcontractor of CAF. The parties anticipate that virtually all staff shall be employees of CAF but such determination may change from time to time with Board approval. Compensation of all employees will be paid in accordance with the budget referenced in Article V. For purposes of this agreement, compensation shall include salary, bonus (if applicable), fringe benefits, and state and federal tax withholdings. CAF shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law. If CAF executes contracts with administrative or teaching staff that have a term longer than one (1) year, the Board reserves the right to have the School Administrator or teacher placed elsewhere by CAF if the Board is reasonably dissatisfied with their respective performance at the end of the academic year.
- B. School Administrator.** The school administrator shall be accountable for the performance of the Academy. CAF shall have the authority, consistent with state law, to select, employ, and supervise the school administrator and hold the school administrator accountable for the success of the Academy. The duties of the school administrator, and the terms of the school administrator's employment contract shall be determined by CAF. CAF shall timely consult with the Board with respect to an actual or anticipated change in the individual CAF employs under this Agreement.
- C. Teachers.** CAF shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. CAF shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed by CAF for the Academy. Such teachers may, in the discretion of CAF, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by CAF. Each teacher assigned or retained by the Academy shall hold a valid Michigan teaching certificate issued by the state board of education under the Code, to the extent required under the Code.
- D. Support Staff.** CAF shall determine the number and functions of support staff required for the operation of the Academy. CAF shall provide the Academy with qualified staff to efficiently operate the Academy's school in accordance with the Contract. The support staff may, in the discretion of CAF, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by CAF.
- E. Training.** CAF shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as CAF determines reasonable and necessary under the circumstances.
- F. Evaluation.** CAF shall conduct annual staff evaluations that are rigorous, transparent, and fair following both federal and state laws and guidelines.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination.

1. **By CAF.** CAF may terminate this Agreement prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within 30 days after notice from CAF. A material breach includes, but is not limited to, CAF's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the Academy's loss or suspension of its Contract.
2. **By Academy.** The Academy may terminate this Agreement prior to the end of the term specified in Article II in the event that CAF shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from CAF or from an educational consultant retained by the Board about matters concerning CAF's performance or the performance of the staff which are not adequately corrected or explained.
3. **Revocation or Termination of Contract.** If the Academy's Contract issued by the GVSU Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties.

B. Renewal/Termination/Expiration

1. **Removal of personal property.** Upon termination of this Agreement, equipment and other assets acquired with Academy Revenue and owned by the Academy shall remain the exclusive property of the Academy. Equipment leased by the Academy shall remain subject to the interest of the Lessor/Owner.
2. **Future Advances/Out-of-Pocket Expenses.** Upon termination of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by CAF shall be immediately repaid by the Academy unless otherwise agreed in writing by CAF.

- C. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, CAF shall provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

ARTICLE VIII

INDEMNIFICATION

- A. Indemnification of GVSU.** The parties acknowledge and agree that the GVSU Board of Trustees, GVSU 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 the GVSU Board of Trustees, GVSU 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 GVSU, which arise out of or are in any manner connected with the GVSU Board's approval of the School of Excellence application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by GVSU and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the Educational Management Organization, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by the GVSU Board of Trustees. The parties expressly acknowledge and agree that GVSU and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE IX

INSURANCE

- A. Insurance Coverage.** CAF shall obtain, on behalf of the Academy, insurance in the amount required by the Academy's contract with GVSU. The Academy, CAF, and when necessary, GVSU will be named as insured. In addition, the Academy shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) with CAF listed as an additional insured. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by other party's insurer(s), to the extent reasonably practicable.
- B. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

- A. Academy Warranties and Representations.** The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- B. CAF Warranties and Representations.** CAF warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. CAF will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Academy agrees to assist CAF in applying for such licenses and permits in obtaining such approvals and consents.
- C. Mutual Warranties.** The Academy and CAF mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI

MISCELLANEOUS

- A. Sole Agreement.** This Agreement supercedes and replaces any and all prior agreements and understandings between the Academy and CAF.
- B. Amendment Caused by Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and CAF shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.
- C. 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, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article VI if sufficient grounds exist as required by said Article VI.
- D. Governing Law; Mediation; Arbitration.**
 - 1. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.

2. CAF and the Academy hereby agree to participate in facilitative mediation to resolve any dispute arising between parties pursuant to this Agreement which cannot otherwise be resolved in the ordinary course of business. The parties agree to utilize the services of a licensed Michigan attorney who is certified by the Better Business Bureau to act as the mediator and to participate in the mediation process in good faith as a condition precedent of initiating arbitration. Unless otherwise agreed by the parties, the mediation will be confidential and the parties and the mediator will not disclose any information regarding the mediation process, contents or settlement terms, or outcome of the proceeding. All costs associated with the mediation procedure shall be borne equally by the Academy and CAF.
3. In the event that any dispute arising under this Agreement cannot be resolved through the facilitative mediation process outlined in the immediately preceding section, the parties shall be entitled to resolve the dispute through binding arbitration, utilizing the processes and procedures as determined by the American Arbitration Association (AAA). Any arbitration procedure shall take place in Muskegon, Michigan, utilizing the services of one arbitrator selected in accordance with the rules of the AAA. The costs associated with such arbitration shall be borne equally by the Academy and CAF. Any decision rendered through the arbitration process shall be considered final and binding upon the parties, may not be appealed, and may be enforced by any court of competent jurisdiction.

D. Agreement in Entirety. This Agreement (including Attachments) constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark, if sent by certified or registered mail, or by electronic mail. The address of the parties hereto for the purposes aforesaid shall be:

THE ACADEMY:	Kalamazoo Covenant Academy Attn: Academy Board President 400 W Crosstown Parkway Kalamazoo, MI 49008
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CAF:	Covenant Academies Foundation Attn: Gretchen LaHaie 125 Catherine Street Muskegon, MI 49441 Telephone: (616) 528-2383 glahaie@mcovenantacademy.org
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F. Assignment. CAF may assign this Agreement with the consent of the Academy Board.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Academy's School Board and an authorized officer of CAF.

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

I. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.


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

K. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

IN WITNESS WHEREOF, the undersigned have executed this Agreement

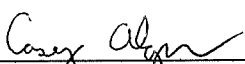
Covenant Academies Foundation

Date: June __, 2023

By: 
Its President

Kalamazoo Covenant Academy

Date: June 21, 2023

By: 
Its Board President

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Phases. Each student enrolled at the school shall annually be classified by the school based on the phase of learning that the student is in. Phases are defined as follows:

Phase 0	Phase 1	Phase 2
<ul style="list-style-type: none"> Student has enrolled at the school, but has not little to no live attendance (>20%). Student has either not engaged or has minimally engaged in the school's online course platform, if any. 	<ul style="list-style-type: none"> Student sporadically attends the school (20-65%). External barriers sometimes negatively affect academic success. 	<ul style="list-style-type: none"> Student regularly attends the school (66% or more). Student is earning credits at a pace of 4 credits/year or more. Student regularly engages in and completes coursework through the school's online course platform, if any. Student exhibits positive behaviors, mindsets that align with academic success regardless of external barriers.

Phase Goals. The following goals are established for each phase of student learning:

Domain	Phase 0 Target	Phase 1 Target	Phase 2 Target
Student Growth	Not factored into goal calculation	65% of students show positive RIT growth in reading and math, as measured by the NWEA MAP Growth	65% of students meet their annual RIT growth target in reading and math, as measured by the NWEA MAP Growth
Student Progress for High School Students	65% of students earn at least 2.0 credits during the academic year	65% of students either earn 3-5.5 credits during the academic year or graduate.	65% of students either earn 6.0 or more credits during the academic year or graduate.
Student Progress for Students in Grades K through 8	Not factored into goal calculation	Not factored into goal calculation	50% of students meet or exceed the proficiency levels in English language arts and math of select peer schools as measured by the M-STEP and PSAT 8/9, as applicable.
Student Engagement	70% of students engage at a rate between 25% and 49%. Engagement may include in-person attendance, participation in the school's online course platform, if any, or otherwise participating in support systems offered by the school.	70% of students engage at a rate between 50% and 79%. Engagement may include in-person attendance, participation in the school's online course platform, if any, or otherwise participating in support systems offered by the school.	70% of students engage at a rate of greater than 80%. Engagement may include in-person attendance, participation in the school's online course platform, if any, or otherwise participating in support systems offered by the school.
Phase Movement	65% of students move up at least one phase during the academic year, maintain Phase 2 status, and/or graduate.		

Evaluation. The rubric that will be used to assess these goals is as follows:

Domain	Meets	Partially Meets	Does Not Meet
Student Growth (NWEA MAP Growth)	School meets growth targets for all phases.	School meets growth targets for the majority of phases.	School does not meet growth targets for the majority of phases.
Student Progress	School meets student progress targets for all phases.	School meets student progress targets for the majority of phases.	School does not meet student progress targets for the majority of phases.
Student Engagement	School meets student engagement targets for all phases.	School meets student engagement targets for the majority of phases.	School does not meet student engagement targets for the majority of phases.

Date: 6/21/27

Cory Allen
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the ~~Kalamazoo~~ Board of Directors at a properly noticed open meeting held on the 21 day of June, 2023, 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.

Please see separate file for full Curriculum

SCHEDULE 7-3

STAFF RESPONSIBILITIES

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

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

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

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

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

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

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

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



Job Description

Position: School Leader

Reports to: Founder & Board Chairman of the
Covenant Academies Foundation

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. The role of the School Leader is to direct all aspects of community outreach, student recruitment, attendance, retention and post-graduate plans. The School Leader is overall responsible for the administrative supervision of the academy staff. Under the supervision of the Covenant Academies Foundation, the School Leader is responsible for the management of the academy. This position requires the constant exercise of discretion and judgement in overseeing the following areas:

1. Community Outreach/Street Outreach

- a. Acts as an ambassador for the academy at school and community events
- b. Works with youth and families to address needs, gaps in services, and identified concerns
- c. Represents the academy at various gatherings and conferences
- d. Monitors the needs of the local community in order to provide appropriate program services and recommends program modifications to the Covenant Academies Foundation
- e. Develops and delivers presentations and coordinates student led presentations
- f. Assists in partnership recruitment and facilitation for business/education activities
- g. Engages students in leadership activities and community-based projects that support their development as successful citizens
- h. Develops with the Covenant Academies Foundation Executive team, the appropriate recruitment and marketing materials, ads, mailings, websites, social media and publications that interpret the school to the community and prospective new students

2. New Student Recruitment

- a. Responsible for street outreach and recruitment methods to find kids who need us
- b. Directs the admissions process from point of inquiry through enrollment and orientation
- c. Coordinates the enrollment and re-enrollment operations to ensure alignment with the goals and objectives of the academy
- d. Designs and implements a comprehensive strategic plan of admissions of new students to the school, including coordinating and leading student orientation
- e. Keeps relevant statistics on all aspects of the admission and re-enrollment program

3. Attendance

- a. Works in partnership with the Supervisor of Academic Progress to ensure basic and mission needs of students are met so they attend school daily in order to make progress towards their academic goals
- b. Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- c. Ensure timely and accurate collection and documentation of statistical data relating to program services and maintains the confidentiality of that data
- d. Manages the re-enrollment of current students for the succeeding year with constant monitoring of attrition and retention

4. Retention

- a. Supervises and coordinates the activities of the Family Support Specialist, Homeless Liaison, Enrollment Secretary, Support Staff and School Social Worker for the purpose of improving student retention and achievement, meeting academy objectives, and ensuring compliance with relevant local, state and federal regulations
- b. Creates a family environment and team approach (students, family, teachers) to model and lead appropriate student redirection and de-escalation
- c. Serves as a role model for students and staff in demonstrating the mission, a positive attitude, professionalism, and an effective work ethic
- d. Oversees and leads intervention plans and risk assessments to maintain student retention
- e. Provide leadership in dropout recovery efforts; researches, develops and implements and monitors anti-drop out plans and procedures to maintain student retention
- f. Oversees Covenant Hall operations and compliance with state reporting, ensures the Hall maintains the mission of the Covenant Academies Foundation (Muskegon location only)

5. Post-Graduation

- a. Supervises the activities of Post-Secondary Support personnel to ensure graduates have established post-secondary plans
- b. Provides the leadership to ensure the appropriate resources and support are in place for graduating students to achieve their job-placement and/or secondary education/training goals.
- c. Facilitates meetings and training sessions on business/education partnerships, career and job opportunities, employability skills, student/family advocacy and parent education activities

6. Other Mission Related Leadership Responsibilities

- a. Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement
- b. Overall administrative supervision of academy staff in the spirit of servant leadership

- c. Oversees a weekly staff meeting for academy staff
- d. Protects confidentiality of records and information gained as part of exercising professional duties and uses discretion in sharing information within the legal confines
- e. Identifies staff training needs and provide training; or recommend outside training as appropriate to the Covenant Academies Foundation Executive team
- f. Responsible for facility oversight and maintaining a safe, professional building appearance
- g. Perform all other tasks as requested by the Covenant Academies Foundation

Essential Skills and Abilities

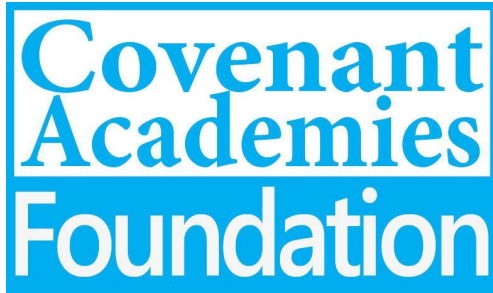
- Demonstrated capacity to lead and motivate staff to achieve the strategic directions of the Academy and the Covenant Academies Foundation
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities
- Ability to lead the development of continuous improvement and ability to facilitate data-driven and results-based decision making

Qualifications

- Bachelor's Degree in social work, marketing, education, or related field
- Master's Degree in Educational Leadership
- Hold a K-12 School Administrator Certification (ES), or be enrolled in a School Administration program and be able to obtain ES certification within 2 years of employment
- Minimum of five years of experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Highly proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

The Covenant Academies Foundation is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



Job Description

Position: Supervisor of Academic Progress

Administrative Supervisor: School Leader

Professional Supervisor: CAF Director of Academic Programs

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. The Supervisor of Academic Progress serves as the instructional leader for the academic staff. Responsible for management of all aspects of the school's educational programming, including supervision of instruction, evaluation and professional development of certificated employees, management of federal programs, including Special Education and Title grants, and other related work as required.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement;
- Oversee the instructional program and create an atmosphere where teachers are free to be resourceful and students are stimulated to achieve their potential;
- Responsible for bringing evidence-based practices into classrooms by working with and supporting teachers and administration with the goal of increasing student engagement, improving student achievement, and building teacher capacity;
- Ensure a school climate which is conducive to creative teaching, student learning and self-discipline;
- Provide leadership for the planning, development and implementation of the blended learning high school curriculum;
- Coach and consult with teachers regarding the use and implementation of the blended learning curriculum;
- Interpret, enforce and develop academic and instructional regulations that agree with Board policies, the school handbook and state and federal law;
- Provide leadership for and share responsibility for the development and implementation of staff professional development tailored to increase student efficacy;
- In conjunction with the School Leader, facilitate the MiCIP process including the collection and submission of necessary documentation;
- Promote staff professional growth, cooperation and self-development;
- Responsible for developing the academic progress agenda for the bi-weekly learning team meeting and managing the meeting;
- Supervises and evaluates instructional staff performance;
- Reviews transcripts, performs student audits and determines the individual academic plan for each student;
- Develop and implement student profiles and quarterly conferences for the Academy;

- Keep abreast of developments in secondary school curriculum and instruction and provide leadership in determining the appropriateness of incorporating recent developments/trends into the school's educational program;
- Foster positive staff and student relationships, assign mentors to newly enrolled students, focused on building individualized relationships with each student so they can achieve academic growth;
- Plan, organize and supervise recognition programs for academic activities;
- Provide educational leadership in making and carrying out decisions for the building;
- Oversee and support technology for students, families, and staff to provide a consistent and dynamic learning environment for both in-school and virtual learning;
- As a member of the CAF Data Team, updates the MCA dashboard daily and participate in weekly data team phone conferences;
- Work in collaboration with Pupil Accounting/Information Systems Coordinator to gather necessary data and documentation and submit Pupil Accounting Reports, Teacher Student Data Link System Reports, Count Day reports, End of Year Reports, and other necessary MDE compliance reporting;
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication;
- Communicates high expectations and acts with integrity;
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Academy and Covenant Academies Foundation manuals pertinent to the position;
- Follows the dress code as stated in the employee manual;
- Required to plan, attend and/or participate in before, during and after school activities such as: staff meetings, open houses, commencement exercises, and student activities;
- Reports to the School Leader to ensure students' basic and mission needs are met and that they attend school daily in order to make progress towards their academic goals;
- Inform and consult with the Covenant Academies Foundation regularly on the academic progress of the Academy, acting in accordance with the directives and assignments given by the Covenant Academies Foundation.

Essential Skills and Abilities

- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Proven ability to plan, organize and direct an educational program, and academic personnel of the Academy
- Knowledge of current applicable laws, regulations, codes, policies and procedures
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Masters Degree in Education, Administration or related field
- Current Michigan Administrative Certification or obtain within current law

- Secondary Administration experience preferred
- Current teaching certificate and a minimum of five years of successful teaching experience at the secondary level a plus
- Knowledge of MTSS process, restorative practices, whole-child initiatives, trauma-informed initiatives, positive behavior interventions/supports, training preferred
- Experience working with diversity, equity, and inclusion
- Experience leading and supporting teacher teams
- Knowledge of special education, experience preferred
- Effective leadership skills and experience with team development
- Commitment to data informed decision making
- Computer literate; experience with Google Suite and other student management databases; Experience using Powerschool preferred
- Excellent oral and written communication skills
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check
- Valid Driver's License

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

The Covenant Academies Foundation is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



Job Description

Position: School Based Therapist

Professional Supervisor: School Leader

Administrative Supervisor: School Leader

General Description: Covenant Academies is seeking a school based therapist to provide services to **all** students who are at-risk for school failure or display social, emotional or behavioral challenges in the school environment. At Covenant Academies, you will be a part of the solution, helping us achieve our mission which is to ensure **all** students feel loved and "reach and exceed" their academic potential. The school based therapist will significantly contribute to our healthy, safe and caring learning environment. They will have an understanding of the student's emotional and social development by addressing his/her family, community, cultural differences, influences and competencies.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement in all his/her school activities;
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Facilitate problem-solving, brief, goal directed interventions to identified students and their families/guardians via individual, group and community social work methods (direct and consultative) in an effort to teach students lifelong coping strategies so they are able to successfully access and make progress within the educational environment and in life;
- Work with students within a teamwork model of service delivery. In this approach the student and counselor will collaborate on potential solutions and develop individualized action plans;
- Collaborate with **all** school staff in the development of school-wide strategies like; social skills training, self-regulation, stress reduction, conflict resolution, anti-bullying, celebration of life or other similar instruction aimed at addressing students who are experiencing social /emotional/behavioral concerns;
- Coordinate and develop resources within and outside the school system for use by students, their families/guardians in an effort to alleviate stressors and improve academic outcomes;
- Act as a liaison between the home, school and community providers in an effort to improve access, mobilize and coordinate services;
- Provide short-term individual and group counseling to students who are experiencing social/emotional/behavioral issues which interfere with their learning, including, but not limited to the creation of school wide trauma-informed practices;
- Participates in MTSS-B/PBIS activities involving social-emotional learning, student screening risk assessment, behavioral data analysis, and intervention implementation;
- Provide crisis intervention and crisis management services including risk assessment, coordinating resources and follow-up ;
- Work in collaboration with the local district team in their ongoing development and promotion of mental health services through social emotional learning (SEL) supports multi-tiered systems of support (MTSS) and positive behavioral interventions and supports (PBIS);
- Serve as referral source for school personnel;
- Conduct home visits as necessary for problem cases or simply to enhance communication, foster rapport or address specific issues;
- Provides information to students/families/guardians and assists them in accessing counseling services, as needed;

- Coordinates or serves as a member of 504 team in providing biological, psychological, and sociological assessment information to support individual student needs;
- Fosters professional growth through in-service education of local district staff, paraprofessionals, and volunteers;
- Adhere to Federal and State statutes, professional development practices
- School activities — required to attend and/ or participate in such other activities as directed by the School Leader such as: faculty meetings (before or after school hours), assessment windows, open houses, commencement exercises, etc. as these activities demonstrate valuable support for Covenant Academies Foundation;

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of dropout, homeless and at-risk youth that Covenant Academies Foundation serves;
- Provide direct services to referred students who have serious social and emotional problems that interfere with learning. Provide individual and group therapeutic counseling to students and their families;
- Identify and assess problems that are impinging on progress in the classroom through analysis of factors impinging on student adjustment including factors in the home, school, and community;
- Determine and implement appropriate therapeutic strategies to effect changes in behavioral/social interactions of students and their families;
- Coordinate and facilitate crisis intervention and trauma response services;
- Possess a general knowledge of the provisions of the Every Student Succeeds Act (ESSA), McKinney-Vento Law and other state and federal mandates;
- Demonstrate knowledge of community resources to provide support and services to students, families/guardians;
- Develop, coordinate and facilitate intervention and prevention groups for students and parents (i.e. grief, conflict resolution, violence prevention, etc.);
- Demonstrate skills in conducting effective meetings and conferences (including the resolution of disagreements);
- Maintain required clinical records and submits appropriate documents for statistical reports with adherence to program standards;
- Demonstrate the skill in communicating concepts and information accurately orally or in writing;
- Organize time, resources, energy, and workload in order to meet responsibilities;
- Maintain current knowledge of and abide by federal and state laws with emphasis on persons with disabilities, child welfare, mental health, confidentiality and student and parent rights;
- Attends meetings and professional development activities as required;
- Ability to work collaboratively with all staff to interpret and produce numeric representations of student data, and use it to drive decisions;
- Model positive behavior and interactions with a growth mindset;
- Perform other job-related responsibilities as assigned by the School Leader.

Qualifications

- Master's Degree preferred
- Valid State of Michigan Licensed Therapist
- Minimum of two (2) years post degree experience, working with school-aged children and families.
- Working knowledge of the principles, practices and ethical standards of the relevant state and federal laws, rules and regulations.

- Current knowledge of the community resources and support systems available to assist students and their families.
- Ability to communicate ideas clearly and concisely, both verbally and in writing.
- Ability to develop and maintain positive relationships with students, staff, and parents/guardians.
- Ability to balance multiple demands and prioritize activities to meet deadlines.
- Valid Driver's License
- Must be able to pass a background check
- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

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Job Description

Position: Enrollment/Data Specialist

Reports to: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. This position plays an integral role in the support of the academy administration and is primarily responsible for both the proper enrollment of every student and the integrity and smooth operation of the school's Student Information System (PowerSchool). The Enrollment/Data Specialist directly enrolls students and collaborates with various local and state agencies to secure relevant information and submit required forms. The Enrollment/Data Specialist also manages PowerSchool including running queries to extract information, coordinating data reporting to the state, ISD, and other stakeholders. This position also serves as the primary contact person and liaison between the School Leader and students, teachers, parents, staff and the community; provides students, parents, staff and the public with information through a wide variety of administrative services directly supporting the educational environment.

Primary Responsibilities:

Data Specialist

- Has knowledge and experience with PowerSchool SIS and state reporting systems
- Handle yearly processes, e.g. set up of new school year, roll over, close out school year, graduate students, create class, etc.
- Coordinate with other staff to complete projects, including pulling reports
- Provide assistance in all areas of student information, developing attendance reporting formats, grade reporting, registration and scheduling, discipline reporting, test reporting and enrolling and withdrawing of students into the software system, etc.
- Work directly with teachers in the use of electronic gradebook system, including training, Conduct advanced searches and queries and support special requests from the administration or faculty
- Collect and complete the required data for the state reports; and prepare all administrative reports for MDE/ISD uploads
- Manage and prepare all academic reports, including progress reports, report cards, regular academic progress updates
- Train and orient new users and support all users
- Ensure accuracy of data and troubleshoot problems with the database, including data validation errors
- Compiles and maintain attendance accounting data for all regular and special programs for the academy
- Audits and reviews enrollment and attendance data provided by school staff for the computation of average daily attendance
- Prepares a variety of regular and special reports related to pupil attendance, class size, and other current or historical data as required by the state and county and for district planning and information purposes

- Creates and submits data files for pre-identification for all required state and federal assessments
- Assists in developing automated systems to support attendance accounting
- Generates and transmits pupil accounting data as required by MDE for the purposes of maintaining local, state and federal compliance

Enrollment

- Organizes and schedules initial meetings between the School Leader and potential new and re-enrolled students
- Handle initial processing of all enrollment and data entry of enrollment forms
- Inform staff of all new and re-enrolled students
- Handle registration processing, forms, documents and records, and related information for formal student registration; as well as all related data entry
- Update student records in PowerSchool and manage data over course of student enrollment at the school
- Assist in establishing and updating permanent student files, the transfer of records and closing out of graduate files
- Provide enrollment reports and support special reporting requests
- Verifies student tardiness and early dismissals as necessary
- Responsible for collecting immunizations records and state reporting

Administrative and Academy Support

- Answers and responds to phone calls in such a way that callers feel welcomed and valued; welcomes visitors and guests
- Handles and processes confidential mail and other documents
- Receives and sends, faxes, mail, emails as applicable
- Responds to questions from a variety of internal and external sources (e.g. staff, other educational institutions, the public, parents and students, etc.) for the purposes of providing information and/or direction
- Supports staff in clerical, administrative and organizational matters
- Prepares standardized documents and reports (e.g. form letters and memos, calendars, and periodic reports, etc.) for the purposes of communicating information students, parents, and other stakeholders
- School activities — Required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
- Acts in accordance with the professional duties and directives and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academies Foundation manuals pertinent to the position
- Stores and administers student medication

Essential Skills and Abilities

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work with diverse youth from various backgrounds without bias or prejudice

- Maintain professional boundaries and be a positive role model
- Work independently with little supervision
- Ability to work collaboratively with all stakeholders
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices
- Exhibits punctuality
- Follows the dress code as stated in the employee manual
- Ability and willingness to occasional travel to other campuses
- Exceptional attention to detail
- A growth mindset with the ability to problem solve and multi-task in a deadline driven environment
- Knowledge of student medication management

Qualifications

- Associate's Degree in business, accounting or related field (Bachelor's Degree preferred)
- 2 years preferred experience managing PowerSchool SIS
- Background in database management.
- Ease and experience with internet, emails, and proficient typing abilities
- Preferred to have experience with: Microsoft Office Suite (Excel proficiency), Google Admin, PowerSchool Enrollment, Adobe, SchoolMessenger
- Prefer experience working with dropouts, homeless or at-risk youth
- Valid Driver's License
- Must be able to pass a background check
- Excellent oral/written communication skills
- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Covenant Academies Foundation is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



Job Description

Position: English Teacher (.6)/Mission Specialist (.4)

Professional Supervisor: Supervisor of Academic Progress

Administrative Supervisor: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. Covenant Academies is seeking a secondary certified English teacher--in addition to working as a Mission Specialist to support student learning. This position includes teaching high school English level classes and supporting students in a variety of subject areas as a member of the Mission Support Team. This position requires the delivery of teacher-led instruction in a blended learning environment for the purposes of supplementing and supplanting enrichment, core curriculum and credit recovery to meet a range of educational needs for at-risk and dropout youth.

Primary Teaching Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Demonstrates effective instructional strategies and techniques to actively engage ALL students
- Provides rich and engaging synchronous and asynchronous learning experiences for students by augmenting course content according to prescribed policies and procedures using appropriate tools under guidance from the Supervisor of Academic Progress
- Commitment to personalizing learning for all students by differentiating instruction based on data-driven student level of mastery
- Develops an intervention plan for struggling learners
- Keeps accurate records on each student by maintaining a grade book, lesson plans, attendance records, and behavior records
- Establishes standards for student behavior that are designed to ensure academic integrity and maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning
- School activities — Teachers are required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
- Uses computers and other technology provided to assist students
- Acts in accordance with the professional duties and directives as given by the Supervisor of Academic Progress, and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academies Foundation manuals pertinent to the position

Primary Mission Specialist Responsibilities

- Make connections with dropout youth and works to build trust relationships by meeting students “where they are at”

- Conducts street outreach on foot under direction of the School Leader in order to find dropout youth who need us, and locate missing students who have been truant
- Serves as parents-first to students by providing unconditional love and absolute respect while modeling positive interactions and high expectations for learning and personal growth
- Help students overcome barriers by connecting them to services and support
- Distributes basic need supplies such as clothing, first aid supplies, health or hygiene supplies, food, drink, books, blankets, etc. to students in need
- Documents each contact with students on the streets to include name of youth (if willing to give), materials distributed to youth (written, survival aid, etc.), and referrals provides
- Performs continuous follow-up with all youth and collects data
- Maintain daily activity log/record of support for state and federal auditory purposes

Essential Skills and Abilities for Teacher/Mission Specialist Position

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work collaboratively with other teachers to interpret and produce numeric representations of student data, and use it to drive instructional decisions
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree
- Highly Qualified English Secondary Teaching Certification
- Valid Driver's License
- Excellent oral/written communication skills
- Must be able to pass a background check
- Proficient in technology, including Google Suite for Education
- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

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Job Description

Position: High School Math Teacher (.6)/Mission Specialist (.4)

Professional Supervisor: Supervisor of Academic Progress

Administrative Supervisor: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. Covenant Academies is seeking a secondary certified math teacher--in addition to working as a Mission Specialist to support student learning. This position includes teaching high school level math classes and supporting students in a variety of subject areas as a member of the Mission Support Team. This position requires the delivery of teacher-led instruction in a blended learning environment for the purposes of supplementing and supplanting enrichment, core curriculum and credit recovery to meet a range of educational needs for at-risk and dropout youth.

Primary Teaching Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Demonstrates effective instructional strategies and techniques to actively engage ALL students
- Provides rich and engaging synchronous and asynchronous learning experiences for students by augmenting course content according to prescribed policies and procedures using appropriate tools under guidance from the Supervisor of Academic Progress
- Commitment to personalizing learning for all students by differentiating instruction based on data-driven student level of mastery
- Develops an intervention plan for struggling learners
- Keeps accurate records on each student by maintaining a grade book, lesson plans, attendance records, and behavior records
- Establishes standards for student behavior that are designed to ensure academic integrity and maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning
- School activities — Teachers are required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
- Uses computers and other technology provided to assist students
- Acts in accordance with the professional duties and directives as given by the Supervisor of Academic Progress, and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academies Foundation manuals pertinent to the position

Primary Mission Specialist Responsibilities

- Make connections with dropout youth and works to build trust relationships by meeting students “where they are at”
- Conducts street outreach on foot under direction of the School Leader in order to find dropout youth who need us, and locate missing students who have been truant
- Serves as parents-first to students by providing unconditional love and absolute respect while modeling positive interactions and high expectations for learning and personal growth
- Help students overcome barriers by connecting them to services and support
- Distributes basic need supplies such as clothing, first aid supplies, health or hygiene supplies, food, drink, books, blankets, etc. to students in need
- Documents each contact with students on the streets to include name of youth (if willing to give), materials distributed to youth (written, survival aid, etc.), and referrals provides
- Performs continuous follow-up with all youth and collects data
- Maintain daily activity log/record of support for state and federal auditory purposes

Essential Skills and Abilities for Teacher/Mission Specialist Position

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work collaboratively with other teachers to interpret and produce numeric representations of student data, and use it to drive instructional decisions
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree
- Secondary Teaching Certification with a Mathematics Endorsement (EX)
- Preferred candidates would also hold highly qualified certifications in one or more of the following areas: English, Science, Social Studies, World Language, Visual/Performing Arts, Health/PE, Reading Specialist, Et Al.
- Valid Driver's License
- Excellent oral/written communication skills
- Must be able to pass a background check
- Proficient in technology, including Google Suite for Education
- Passion for working with at-risk youth in a blended learning setting

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Job Description

Position: High School Science Teacher (.6)/Mission Specialist (.4)

Professional Supervisor: Supervisor of Academic Progress

Administrative Supervisor: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. Covenant Academies is seeking a secondary certified Science teacher--in addition to working as a Mission Specialist to support student learning. This position includes teaching high school level Science classes and supporting students in a variety of subject areas as a member of the Mission Support Team. This position requires the delivery of teacher-led instruction in a blended learning environment for the purposes of supplementing and supplanting enrichment, core curriculum and credit recovery to meet a range of educational needs for at-risk and dropout youth.

Primary Teaching Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Demonstrates effective instructional strategies and techniques to actively engage ALL students
- Provides rich and engaging synchronous and asynchronous learning experiences for students by augmenting course content according to prescribed policies and procedures using appropriate tools under guidance from the Supervisor of Academic Progress
- Commitment to personalizing learning for all students by differentiating instruction based on data-driven student level of mastery
- Develops an intervention plan for struggling learners
- Keeps accurate records on each student by maintaining a grade book, lesson plans, attendance records, and behavior records
- Establishes standards for student behavior that are designed to ensure academic integrity and maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning
- School activities — Teachers are required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
- Uses computers and other technology provided to assist students
- Acts in accordance with the professional duties and directives as given by the Supervisor of Academic Progress, and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academies Foundation manuals pertinent to the position

Primary Mission Specialist Responsibilities

- Make connections with dropout youth and works to build trust relationships by meeting students “where they are at”

- Conducts street outreach on foot under direction of the School Leader in order to find dropout youth who need us, and locate missing students who have been truant
- Serves as parents-first to students by providing unconditional love and absolute respect while modeling positive interactions and high expectations for learning and personal growth
- Help students overcome barriers by connecting them to services and support
- Distributes basic need supplies such as clothing, first aid supplies, health or hygiene supplies, food, drink, books, blankets, etc. to students in need
- Documents each contact with students on the streets to include name of youth (if willing to give), materials distributed to youth (written, survival aid, etc.), and referrals provides
- Performs continuous follow-up with all youth and collects data
- Maintain daily activity log/record of support for state and federal auditory purposes

Essential Skills and Abilities for Teacher/Mission Specialist Position

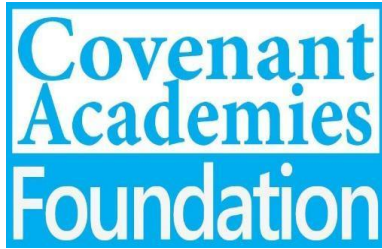
- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work collaboratively with other teachers to interpret and produce numeric representations of student data, and use it to drive instructional decisions
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree
- Highly Qualified Secondary Teaching Certification with a Science Endorsement preferably DX or DI, will consider DA, DC, DE, DH, DP)
- Preferred candidates would also hold highly qualified certifications in one or more of the following areas: Math, English, Social Studies, World Language, Visual/Performing Arts, Health/PE, Reading Specialist, Et Al.
- Valid Driver's License
- Must be able to pass a background check
- Excellent oral/written communication skills
- Proficient in technology, including Google Suite for Education
- Passion for working with at-risk youth in a blended learning setting

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Job Description

Position: High School Social Studies Teacher (.6)/Mission Specialist (.4)

Professional Supervisor: Supervisor of Academic Progress

Administrative Supervisor: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. Covenant Academies is seeking a secondary certified Social Studies teacher--in addition to working as a Mission Specialist to support student learning. This position includes teaching high school level Social Studies classes and supporting students in a variety of subject areas as a member of the Mission Support Team. This position requires the delivery of teacher-led instruction in a blended learning environment for the purposes of supplementing and supplanting enrichment, core curriculum and credit recovery to meet a range of educational needs for at-risk and dropout youth.

Primary Teaching Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Demonstrates effective instructional strategies and techniques to actively engage ALL students
- Provides rich and engaging synchronous and asynchronous learning experiences for students by augmenting course content according to prescribed policies and procedures using appropriate tools under guidance from the Supervisor of Academic Progress
- Commitment to personalizing learning for all students by differentiating instruction based on data-driven student level of mastery
- Develops an intervention plan for struggling learners
- Keeps accurate records on each student by maintaining a grade book, lesson plans, attendance records, and behavior records
- Establishes standards for student behavior that are designed to ensure academic integrity and maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning
- School activities — Teachers are required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
- Uses computers and other technology provided to assist students
- Acts in accordance with the professional duties and directives as given by the Supervisor of Academic Progress, and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academies Foundation manuals pertinent to the position

Primary Mission Specialist Responsibilities

- Make connections with dropout youth and works to build trust relationships by

- meeting students “where they are at”
- Conducts street outreach on foot under direction of the School Leader in order to find dropout youth who need us, and locate missing students who have been truant
- Serves as parents-first to students by providing unconditional love and absolute respect while modeling positive interactions and high expectations for learning and personal growth
- Help students overcome barriers by connecting them to services and support
- Distributes basic need supplies such as clothing, first aid supplies, health or hygiene supplies, food, drink, books, blankets, etc. to students in need
- Documents each contact with students on the streets to include name of youth (if willing to give), materials distributed to youth (written, survival aid, etc.), and referrals provides
- Performs continuous follow-up with all youth and collects data
- Maintain daily activity log/record of support for state and federal auditory purposes

Essential Skills and Abilities for Teacher/Mission Specialist Position

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work collaboratively with other teachers to interpret and produce numeric representations of student data, and use it to drive instructional decisions
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor’s Degree
- Highly Qualified Secondary Teaching Certification with a Social Studies Endorsement (Preferably RX or CX, will also consider CA, CB, CC, CD)
- Preferred candidates would also hold highly qualified certifications in one or more of the following areas: Math, English, Science, World Language, Visual/Performing Arts, Health/PE, Reading Specialist, Et Al.
- Valid Driver's License
- Excellent oral/written communication skills
- Proficient in technology, including Google Suite for Education
- Must be able to pass a background check
- Passion for working with at-risk youth in a blended learning setting

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Job Description

Position: Secondary Special Education Resource Teacher

Professional Supervisor: Supervisor of Academic Progress

Administrative Supervisor: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. The Special Education Teacher works collaboratively with students and teachers to provide specially designed instruction, accommodations and modifications for secondary students eligible for special education services under IDEA, evaluates and assesses student progress, follows state and federal mandated due process procedures, functions as the IEP Caseload Manager to assigned students, uses various methods to provide instruction to students on their caseload (ie. push-in, pull-out, team teaching, etc).

Primary Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Assumes responsibility for the development and implementation of specific objectives to meet the needs of each individual student
- Provide individualized, research-based specialized instruction to address the instructional goals and objectives contained within each student's IEP
- Use baseline assessment data, progress monitoring tools and communication from the IEP team to develop and support appropriate educational plans and continued use of progress monitoring to produce data to determine the need for additional reinforcement or adjustments to instructional techniques
- Engage in various teaching techniques, methods and principles of learning to enable students to meet their IEP goals
- Judges the relative success of student instruction in terms of demonstrated student learning; adjust activities according to evidence of student learning
- Develop and implement annual Individualized Educational Program (IEP) plans for students to include: gathering and use of updated data, present levels of educational performance, special education needs, instructional goals and objectives, and the special education and related services required to meet those goals
- Collaborate and consult with educational professionals and community service providers (i.e., social services, public health, medical providers etc.) regarding the needs of students; coordinate the delivery of special education services in each student's IEP, including related services
- Create a learning environment conducive to learning and appropriate to the maturity and interests of the students
- Write measurable, relevant, and age appropriate IEP goals with a focus on B-13 Transition and provide timely progress monitoring
- Communicate clearly and consistently with students, school staff and families

- Provides consultation to classroom teachers regarding classroom adaptations, instructional modifications, adaptive equipment, behavior modification plans and other similar instructional interventions to meet the needs of students with disabilities
- Complete special education documentation regarding students' specially designed instruction as required by law, district policy and administrative regulations using updated data as obtained from progress monitoring
- School activities — Teachers are required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
- Uses computers and other technology provided to assist students
- Acts in accordance with the professional duties and directives as given by the Supervisor of Academic Progress, and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academies Foundation manuals pertinent to the position

Essential Skills

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work collaboratively with other teachers to interpret and produce numeric representations of student data, and use it to drive instructional decisions
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices
- Competency in the administration and interpretation of academic ability testing
- Ability to use technology for documentation and preparation of professional materials
- Thorough knowledge of the principles, practices and procedures of special education and specialty area and the principles and methodology of effective teaching of students with disabilities
- Ability to communicate assessment results, in written and oral forms, to parents and professionals
- Ability to prioritize tasks, allocate time, and maintain schedule flexibility

Qualifications

- BA or BS Degree
- Valid special education teaching certificate/license as well as Highly Qualified (HQ) with endorsement in at least one area of special education
- Satisfactory completion of criminal history check
- Valid Driver's License
- Excellent oral/written communication skills
- Must be able to pass a background check
- Proficient in technology, including Google Suite for Education

- Passion for working with at-risk youth in a blended learning setting

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Job Description

Position: English Language Learners Teacher

Professional Supervisor: Supervisor of Academic Progress

Administrative Supervisor: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22.

The English Language Learner (ELL) Teacher is responsible for providing the ELL 9-12 program by providing push-in, pull-out, and group instruction to high school students. The ELL Teacher will conduct activities and lessons based on ELL Teaching methods and address all aspects of communication through instruction to develop each student's ability to read, write, speak and listen in the appropriate content area. The ELL Teacher will be responsible for tracking the data points listed above as well as MDE & CAF mandated ELL data.

Primary Responsibilities

- Develop and maintain an active ELL program to guide English Language Learners towards gaining proficiency in listening, speaking, reading, and writing;
- Provide direct instruction and support to high school ELL students who are taking self-paced online core curriculum courses with supplemental direct, synchronous instruction in the classroom;
- Develop, maintain, and revise as needed an active ELL program;
- Develop lessons on Listening, Reading, Writing, and Speaking the English language;
- Knowledge of sheltered instruction (SIOP) and other English language development methods is preferred;
- Assist classroom teachers with instructional and curricular differentiation including staff development;
- Understand linguistic and cultural backgrounds of English Learner students;
- Ability to successfully communicate and engage families from diverse/multicultural backgrounds;
- Testing coordination and administration for WIDA ACCESS;
- Monitor student achievement, English proficiency levels, and Formerly Limited English Proficient (FLEP) students;
- Use student data to inform instruction, guide and monitor students' management of their time, monitor learner progress with available tools and develop an intervention plan for unsuccessful learners;
- Provides continuous evaluation of students to include pre-and post-testing and student input throughout through each course;
- Keep accurate records on each student including both internal documentation and those mandated by MDE for ELL staff and students;
- Demonstrate effective instructional strategies and techniques that actively engage students in the learning process;
- Incorporates all aspects of the school improvement plan into their daily performance of all duties, instruction, and class management;

- Maintain the classroom environment in an orderly fashion that is conducive to effective teaching and learning.

Essential Skills and Abilities

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Experience in data collection and analysis including the ability to maintain complete and accurate records and develop meaningful reports from that information
- Ability to plan and evaluate strategies for improving instruction
- Ability to adapt instruction to create multiple paths to meet learning objectives
- Ability to understand the awareness of and sensitivity to the needs of dropout, homeless and at-risk youth that the Covenant Academies Foundation serves
- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to work collaboratively with other teachers to interpret and produce numeric representations of student data, and use it to drive instructional decisions
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring

Qualifications

- Bachelor's Degree
- Highly Qualified Secondary Teaching Certification with an English As A Second Language (NS) endorsement or Bilingual Education.
- Preferred candidates would also hold highly qualified certifications in one or more of the following areas: Math, English, Social Studies, World Language, Visual/Performing Arts, Health/PE, Reading Specialist, Et Al.
- Experience with ELL students - strongly preferred
- Valid driver's license
- Must be able to pass a background check
- Excellent oral and written communication skills
- Proficient in technology, including Google Suite for Education
- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time to include only duties allowed under Title I funding.

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Job Description

Position: Family Support Specialist-Title I
Reports to: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. The role of the Family Support Specialist is to provide school/family connection through the recruitment, enrollment and retention of students. This position shall serve the education process by ensuring students develop and maintain good attendance and academic practices and that parents support the attendance and academic requirements of the school; shall act as a liaison between the families and Covenant Academy, in accordance with the rules and regulations of Title I.

Primary Responsibilities

- Assists the school leadership with developing effective school, family, and community-based partnerships.
- Develops and implements intervention strategies for re-enrolled students for the purposes of sustainable attendance re-entry and successful program completion.
- Visits with students/parents to develop proactive plans for student success.
- Coordinates the activities of the wraparound, pupil support and academic services for the purpose of improving student achievement, meeting academy objectives, and ensuring compliance with relevant local, state and federal regulations.
- Provides technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Provides leadership for the development, monitoring and implementation of the Academy's dropout recovery plans to ensure academic success.
- Accountable for the effective communication of recruitment and admission policies and procedures throughout the Academy and to prospective students, teachers and parents.
- Utilizes data collection for new and re-enrolled students for the purposes of conducting risk assessments and making connections with students and parents.
- Works closely with staff to identify habitually absent and implement strategies to increase student attendance by connecting with students and families via phone, mail and home visits.
- Continuously monitors and evaluates all aspects of the admissions program with the goal of maximizing and maintaining the Academy's enrollment capacity.
- Displays ethical behavior in working with students, parents, school personnel, and outside agencies associated with Covenant Academy.

- Protects confidentiality of records and information gained as part of exercising professional duties and uses discretion in sharing such information within the legal confines.
- Serves as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic.
- Communicates high expectations.
- Maintains regular and reliable attendance.
- Works in a professional and cooperative manner with others to achieve duties and responsibilities.
- The Family Support Specialist is required to attend and/or participate in such other activities as directed by the School Leader such as: staff meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on staff committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for Covenant Academy .
- Acts in accordance to the directives and assignments given by the School Leader.
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academy manuals pertinent to the position.

Essential Skills and Abilities

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to lead the development of continuous improvement and ability to facilitate data-driven decision making.
- Skilled in collaborative leadership of individuals and groups.
- Knowledge of accepted and effective techniques for working with at-risk youth with diverse family dynamics.
- Aptitude and working knowledge of computer courseware and hardware as necessary for record keeping.
- Ability to impact student retention and academic success through mentoring, motivation, and monitoring practices by making home/school connections.

Qualifications

- Bachelor's Degree preferred in social work, marketing, education, or related field
- Minimum of five years of experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Knowledge of accepted and effective techniques for working with at-risk youth with diverse family dynamics
- Proficient in computer applications as necessary for record keeping
- Effective organizational skills with the ability to multitask

- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed to include any duties that are allowable under federal guidelines.

Covenant Academies Foundation is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



Job Description

Position: Street Outreach Parent Coordinator

Reports to: School Leader

General Description: The Covenant Academies Foundation operates year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 16-22. Covenant Academies is seeking a Street Outreach Parent to support the School Leader by coordinating community efforts to find and engage dropout youth in our neighborhoods and cities who face extreme barriers. The position will work throughout the greater community to find youth who need help obtaining their high school diploma and work to re-engage them in the educational process.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant Academies Foundation philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Motivates, educates, and assists youth in realizing their potential and encourage and support them in engaging or re-engaging in school
- Establishing a relationship and understanding of youth in areas where they spend time (e.g., neighborhood locales, parks, etc.)
- Guide dropouts back to school and introduce dropouts to the Covenant Academies Foundation mission and school related projects
- Identifying and building community relationships with residents, local merchants, courts, police, school, health centers and community organizations/resources.
- Make connections with dropout youth and works to build trust relationships by meeting students “where they are at”
- Conducts street outreach on foot under direction of the School Leader in order to find dropout youth who need us, and locate missing students who have been truant
- Serves as parents-first to students by providing unconditional love and absolute respect while modeling positive interactions and high expectations for learning and personal growth
- Help students overcome barriers by connecting them to services and support
- Distributes basic need supplies such as clothing, first aid supplies, health or hygiene supplies, food, drink, books, blankets, etc. to students in need
- Documents each contact with students on the streets to include name of youth (if willing to give), materials distributed to youth (written, survival aid, etc.), and referrals provides
- Performs continuous follow-up with all youth and collects data
- Maintain daily activity log/record of support for state and federal auditory purposes
- School activities — Required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses,

- graduations (2 per year), etc.
- Acts in accordance with the professional duties and directives and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant Academies Foundation manuals pertinent to the position

Essential Skills and Abilities for Street Outreach Parent

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work with diverse youth from various backgrounds without bias or prejudice
- Maintain professional boundaries and be a positive role model
- Work independently with little supervision while performing outreach activities
- Ability to work collaboratively with all stakeholders
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Experience in the area of social work, education, psychology or marketing
- Some college coursework preferred
- Prefer experience working with dropouts, homeless or at-risk youth
- Valid Driver's License
- Must be able to pass a background check
- Excellent oral/written communication skills
- Proficient in technology, including Google Suite for Education
- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Covenant Academies Foundation is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

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

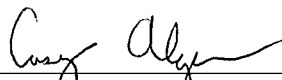
Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

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

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

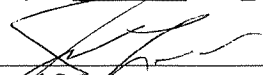
The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Date: 6/21/23


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Kalamazoo Board of Directors at a properly noticed open meeting held on the 21 day of JUNE, 2023 at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

KALAMAZOO COVENANT ACADEMY

ENROLLMENT AND APPLICATION OF PUPILS

ADMISSION POLICY AND CRITERIA

The school will comply with all applicable federal and state laws related to admissions and enrollment, including Section 504 of the Michigan Revised School Code and the ESA.

Non-Discrimination

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

Open Enrollment Period and Notice

The "Open Enrollment Period" is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year, during which period the Academy shall include opportunities to enroll on evenings and weekends. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school and to advise the public of its enrollment openings.

The ESP and/or the school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation in the Kalamazoo County ISD area; (b) mailing a written notice of the open enrollment period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the open enrollment period at the school. In addition, notice may also be provided by airing a public service announcement on local television. As part of the enrollment process, the school staff will seek to meet with families, parents and students prior to the first day of school via parent and student orientation meetings. In this way, applicants and their parents will have the opportunity to become fully informed as to the nature and scope of the school, its curriculum, and requirements.

Application Procedures

Interested parties may obtain applications at:

- The offices of the school
- The service center of the ESP at 400 W. Crosstown Parkway, Kalamazoo, MI 49442

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

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during the Open Enrollment Period. If applications received exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in

each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

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

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated the student will forfeit his/her registered status in the school and will not be enrolled. The school will attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

Standby Opportunity Plan

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by the date indicated and include phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they will receive a higher waiting list priority than those students who did not participate.

Random Selection Process

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

process will be videotaped. In the event of any discrepancy, the video tape will be the official record of placement of students.

Class Size and Offered Seats

Class size and offered seats will be recommended by the ESP and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter or applicable law.

Enrollment Preferences

Enrollment preference is first given to currently enrolled students and, for given school year, those pupils who were enrolled at the PSA facility on the last day of instruction of the prior academic year, to the extent that any required approval is obtained. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- All remaining applicants.

If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

Procedural Steps

Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

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

A neutral third-party person will randomly select the names of each applicant for each under-subscribed grade level. If the accepted student has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available, or placed on the waiting list with sibling preference if offered seats are not available. This

admissions process will continue for the successive under-subscribed grades for all students until all names have been selected with their associated siblings.

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

A neutral third-party person will then randomly select the order in which oversubscribed grades will be filled. Student will be randomly selected for available seats or placed on the waiting list if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time, but will wait until their grade level is selected.

Step 4: Waiting List Priority

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

Appeals

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

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

KALAMAZOO COVENANT ACADEMY

2023-2024 TERM CALENDAR

July 2023							9
Su	M	Tu	W	Th	F	Sa	
							1
2	3	4	5	6	7		8
9	10	11	12	13	14		15
16	17 T1 Start	18	19	20	21		22
23	24	25	26	27	28		29
30	31						

August 2023							19
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4		5
6	7	8	9	10	11		12
13	14	15	16*	17	18		19
20	21	22	23	24	25		26
27	28	29	30	31 T1 End			

September 2023							19
Su	M	Tu	W	Th	F	Sa	
					1		2
3	4	5 T2 Start	6	7	8		9
10	11	12	13	14	15		16
17	18	19	20	21	22		23
24	25	26	27	28	29		30

October 2023							22
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6		7
8	9	10	11	12	13		14
15	16	17	18*	19	20		21
22	23	24	25	26	27		28
29	30	31					

November 2023							19
Su	M	Tu	W	Th	F	Sa	
			1	2	3		4
5	6	7 T2 End	8 T3 Start	9	10		11
12	13	14	15	16	17		18
19	20	21	22	23	24		25
26	27	28	29	30			

December 2023							16
Su	M	Tu	W	Th	F	Sa	
					1		2
3	4	5	6	7	8		9
10	11	12	13*	14	15		16
17	18	19	20	21	22		23
24	25	26	27	28	29		30

January 2024							17
Su	M	Tu	W	Th	F	Sa	
31	1	2	3	4	5		6
7	8	9	10	11	12		13
14	15	16	17	18	19		20
21	22	23	24	25	26 T3 End		27
28	29 T4 Start	30	31				

February 2024							19
Su	M	Tu	W	Th	F	Sa	
				1	2		3
4	5	6	7	8	9		10
11	12	13	14	15	16		17
18	19	20	21*	22	23		24
25	26	27	28	29			

March 2024							20
Su	M	Tu	W	Th	F	Sa	
					1		2
3	4	5	6	7	8		9
10	11	12	13	14	15		16
17	18	19	20	21	22		23
24	25	26	27	28	29		30

April 2024							17
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5		6
7	8	9	10	11	12 T4 End		13
14	15 T5 Start	16	17*	18	19		20
21	22	23	24	25	26		27
28	29	30					

May 2024							21
Su	M	Tu	W	Th	F	Sa	
			1	2	3		4
5	6	7	8	9	10		11
12	13	14	15	16	17		18
19	20	21	22	23	24		25
26	27	28	29	30	31		

June 2024							12
Su	M	Tu	W	Th	F	Sa	
							1
2	3	4	5	6	7		8
9	10	11	12*	13	14		15
16	17	18	19	20 T5 End	21		22
23	24	25	26	27	28		29
30							

- 17 First Day of School
- Regular School Day for Students
- Holidays/No School
- PLCs: Afternoon PLCs-students AM only
- Count Day
- NWEA Testing Window
- State Testing
- Board Meeting @ Noon
- 20 Last Day of School
- 12 Start/End Term

Total Instructional Days 210 Days
 1st Session (Instructional Day) = 7:30 AM-12:00 PM (270 mins)
 2nd Session (Afternoons) = 1:00 PM-3:30 PM
 Total Instructional Hours 945 Hours
 Staff Professional Development (PLCs): 77.5Hours
 31 Afternoons 1pm-3:30pm (2.5 hours)
 Winter Graduation December 12, 2023
 Summer Graduation June 11, 2024

Term 1: 7/17 - 8/31
 1 Class
 28 Days/126 Hours
 Term 2: 9/5 - 11/7
 2 Classes
 46 Days/207 Hours
 Term 3: 11/8 - 1/26
 2 Classes
 44 Days/198 Hours
 Term 4: 1/29 - 4/12
 2 Classes
 47 Days/211.5 Hours
 Term 5: 4/15 - 6/20
 2 Classes
 45 Days/202.5 Hours
 Mid-week Term switch due to Count Period

KCA Daily School Day				
7:30 - 9:30	1st hour (2 hr)			
9:30 - 10:00	Mini-Session	Mini-Session	Mini-Session	Mini-Session
	Reading Recovery	Math Recovery	Open Classroom for Content Area Class Assistance	Career Planning and Work Readiness
10:00 - 12:00	2nd hour (2 hr)			
12:00 - 12:30	Lunch			
12:30 - 1:15	Extended classroom time			
1:15 - 1:45	Mini-Session	Mini-Session	Mini-Session	Mini-Session
	Reading Recovery	Math Recovery	Open Classroom for Content Area Class Assistance	Career Planning and Work Readiness
1:45 - 2:30	Extended classroom time			
2:30 - 3:30	Teacher Prep Time			

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



KALAMAZOO COVENANT ACADEMY

Grade Levels & Ages

Student Population

Academy Year	Grade Levels	Ages	Min	Max
2023-2024	9-12	15-22	150	400
2024-2025	9-12	15-22	175	400
2025-2026	9-12	15-22	200	400

Kalamazoo Covenant Academy will serve students ages 15 through 22 (and up to age 26 for special needs students), ranging from grades 9-12. The ages of the students and the corresponding grade levels will be largely dependent on the demand of the community and the surrounding geographical locations. The total enrollment of Kalamazoo Covenant Academy is expected to increase to 200 students.

The student population to be served by Kalamazoo Covenant Academy is likely to be multiple grades below their peers in reading, English language performance and math skills. The students will in most cases be dropouts or on the verge of dropping out. Approximately 20% to 25% of them will be unable to attend regular public schools because they have aged out or are close to aging out. Most will present with a variety of compounding personal circumstances that put them highly at risk of ever achieving their high school diplomas. Almost half of them will qualify as “homeless” under the federal McKinney-Vento Act because they do not live with custodial parents or legal guardians.

This describes the kind of student that Kalamazoo Covenant Academy will serve. They are highly at-risk, underachieving students who have fallen behind academically and who have dropped out or have been forced out of traditional schools, sometimes because of recurring disciplinary issues related to their frustrations and lack of performance. However, these are not the kind of students one finds in “strict discipline academies”. These are students who have decided to return to high school, and once properly counseled as to how they can achieve their goals, seldom present any disciplinary challenges in the school.

Kalamazoo Covenant Academy offers the uniqueness of a blended curriculum: a strong online, computer-based component and direct instruction for students requiring more traditional, face-to-face support. Most of the students to be served by Kalamazoo Covenant Academy bring a variety of academic, personal and social challenges, including low reading and math skills, poverty, encounters with the criminal justice system, being teenage parents, having to support other family members, and homelessness. Kalamazoo Covenant Academy offers the critical component of additional time needed to serve these students because they may remain in school until age 22. The blended curriculum and support services at Kalamazoo Covenant Academy work together to provide the kind of wraparound services needed to adequately address the needs of the students. Some students actually have the skills to thrive in the accelerated computer-based program (Edgenuity), but may require other kinds of emotional and social support to remain in school, to stay focused and to succeed; others need a great deal more guidance and intervention to get them up to speed in their basic academic and social skills.

Most important, Kalamazoo Covenant Academy starts with a strong philosophy that puts the needs of the students first. Kalamazoo Covenant Academy helps motivate students by providing each with an individualized Education Development Plan (EDP) and a clear path to achieving their educational goals. Our first goal, after getting students back into school, is retention - making sure they stay in school. The second goal is progress – academically, socially and in developing life skills. Sometimes it is incremental, gradual progress, often measured in non-traditional, alternative ways. When the first two goals are met, graduation for students is often an inevitable outcome as a third goal. Kalamazoo Covenant Academy understands that not all students who come to the program vastly behind academically will make it to graduation. They will, however, all demonstrate measured progress in terms of their ability to function as responsible citizens of their communities, most of them capable of getting and holding onto jobs they otherwise may not have been capable of even accessing. As embedded in our mission, the entire Kalamazoo Covenant Academy staff approaches students in a non-judgmental way, demonstrating the kind of respect and the love one would expect from parents. That kind of treatment is at the core of the Kalamazoo Covenant Academy's guiding philosophy, which does produce desired outcomes.

SCHEDULE 7-8

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



KALAMAZOO COVENANT ACADEMY

Building Description

KALAMAZOO Covenant Academy, 400 W. Crosstown Parkway, Kalamazoo, Michigan 49001: The Kalamazoo Covenant Academy is a brick structure (approximately 16,000 total square feet), flat roof, circa 1956, situated in a commercial area between S. Westnedge Ave and S. Park Street, just north of W. Crosstown Parkway. This is a two-story building with office space, elevator, conference rooms, and will have at-least 7 classrooms after the renovations are complete. The building is situated on a 2.04 square acre parcel. The academy will be a combination of computer labs and direct instruction classrooms. Renovations to the structure will begin soon, and will include the creation of 7 classrooms on the second floor, an additional stairwell for second floor egress, internet connectivity wiring, and general cosmetic upgrades.

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Timothy A. Snow County Clerk/Register Kalamazoo County, MI
[Barcode]

2016-030923 Receipt# 16-18576
09/21/2016 11:00 AM Kalamazoo County, Michigan
Real Estate Transfer Tax
Tax Stamp # 287989
County Tax: \$220.00 State Tax: \$1500.00



City of Kalamazoo Property Tax Clearance

Certificate # 24269
has been issued for this document
and legal description by the
Kalamazoo City Treasurer

COVENANT DEED

THIS COVENANT DEED (this "Deed"), is made as of the 31st day of August, 2016, between **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, successor by merger to National City Bank, and successor by various name changes and mergers to First National Bank and Trust Company of Kalamazoo, Michigan, a national banking corporation, and to The First National Bank and Trust Company of Michigan, a national banking association, having an office c/o PNC Realty Services, at 300 Fifth Avenue, 22nd Floor Pittsburgh, Pennsylvania 15122 ("Grantor") and **KALAMAZOO COVENANT ACADEMY**, a Michigan nonprofit corporation, whose address is 125 Catherine Street, Muskegon, Michigan 49442 ("Grantee").

That Grantor, for and in consideration of the sum of TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000.00) to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, convey, release, alien and confirm unto Grantee and to Grantee's successors and/or assigns, FOREVER, that certain parcel of land in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows (the "Property"):

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Parcel Identification Nos: 39-06-22-356-001, 39-06-22-360-002, 39-06-22-355-001, 39-06-22-351-011, and 39-06-22-351-012.

UNDER AND SUBJECT, WITHOUT LIMITATION, TO:

- cut 272050*
- (a) Real property taxes and assessments not yet due and payable;
 - (b) Matters that would be disclosed by an accurate survey;
 - (c) Easements, rights-of-way, restrictions, leases, conditions, covenants, restrictions, agreements and all other matters of public record; and
 - (d) All laws, regulations and restrictions, including, without limitation, building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the Property.

AND FURTHER SUBJECT TO the following restriction:

- (i) From and after the date of this Deed and continuing thereafter for five (5) years (the "Restriction Period"), neither the Property, nor any part thereof, shall be used for the purpose of conducting or in connection with the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, or other financial services organization, including,

without limitation the installation and operation of one or more automated teller machine (ATM or ATMs) and/or night deposit boxes or safety deposit boxes; provided, however that Grantor or its subsidiaries or affiliates shall not be subject to such restriction.

- (ii) The foregoing restriction shall be a covenant running with the land, and shall automatically terminate without necessity of action by either Grantor or Grantee upon the expiration of the Restriction Period.
- (iii) Grantee acknowledges and agrees that damages arising from or out of Grantee's violation of this restriction would be difficult, if not impossible to ascertain and that Grantor shall have the right to enforce said restriction through injunctive relief or any other right or remedy available at law or in equity, and in such event Grantor shall be entitled to reimbursement from Grantee, or its successors or assigns, of all costs and expenses incurred in enforcing this restriction, including, but not limited to, attorneys' fees and expenses.

GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES OR COVENANTS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, EXCEPT THOSE ASSOCIATED WITH TITLE.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and/or assigns to the sole and only proper use, benefit and behalf of Grantee and Grantee's successors and/or assigns, FOREVER, and Grantor covenants and agrees to and with Grantee that Grantor has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the Property hereby granted, or any part thereof, is, are or shall be charged or encumbered in title, estate or otherwise.

The covenants herein shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and/or legal representatives of Grantor and Grantee.

In addition, Grantor does hereby remise, release and quitclaim its interest, if any, in and to the property described on **EXHIBIT "B" QUITCLAIM PARCEL DESCRIPTIONS** attached hereto and made a part hereof.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____

Dana Armstrong
Dana Armstrong
Vice President

COMMONWEALTH OF PENNSYLVANIA)

) SS

COUNTY OF ALLEGHENY)

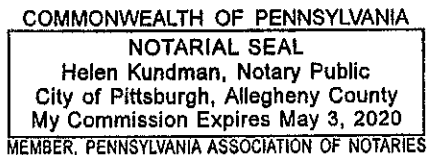
The foregoing instrument was acknowledged before me on the 31st day of August, 2016, by Dana Armstrong, who is a Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association.

Helen Kundman

Print Name: Helen Kundman

Notary Public
Acting in Allegheny County

My term expires: May 3rd 2020



Instrument Drafted by:
Shannon S. Vukmir, Esquire
Sitko Bruno, LLC
2740 Smallman Street
Suite 300
Pittsburgh, PA 15222

Return to:
April Holme-Kutsche
Chicago Title
941 West Milham Road
Portage, MI 49024

City of Kalamazoo Property Tax Clearance
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2016-030923 09/21/2016 11:00:21 AM

Pages: 3 of 7 DEED
CHICAGO TITLE COMPANY
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 692.07 FEET TO A POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION AND THE CENTERLINE OF BALCH STREET;

THENCE SOUTH 89 DEGREES 33 MINUTES 15 SECONDS EAST, A DISTANCE OF 631.80 FEET TO A POINT OF INTERSECTION OF THE CENTERLINES OF BALCH STREET AND SOUTH PARK STREET BY FOUND MONUMENT;

THENCE NORTH 01 DEGREES 10 MINUTES 39 SECONDS EAST ALONG SAID CENTERLINE OF SOUTH PARK STREET, A DISTANCE OF 646.14 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DEN ADEL COURT AND THE WESTERLY RIGHT OF WAY OF SAID SOUTH PARK STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 10 MINUTES 39 SECONDS WEST (D=NORTH) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PARK STREET, A DISTANCE OF 489.85 FEET (D=489.85');

THENCE SOUTH 58 DEGREES 20 MINUTES 37 SECONDS WEST (D=N56°53"E), A DISTANCE OF 230.52 FEET (D=230.52');

THENCE NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST (D=N89°24"E), A DISTANCE OF 21.43 FEET (D=22.45');

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=S0°06"E), A DISTANCE OF 125.34 FEET (D=132');

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24"E), A DISTANCE OF 49.38 FEET (D=51.7');

THENCE NORTH 00 DEGREES 59 MINUTES 53 SECONDS EAST (D=N0°06"E), A DISTANCE OF 66.02 FEET (D=66');

THENCE SOUTH 88 DEGREES 43 MINUTES 09 SECONDS EAST (D=S89°24"W), A DISTANCE OF 132.02 FEET (D=149.76±');

THENCE NORTH 01 DEGREES 18 MINUTES 30 SECONDS EAST (D=SOUTH), A DISTANCE OF 422.92 FEET (D=416.71');

THENCE SOUTH 89 DEGREES 14 MINUTES 21 SECONDS EAST (D=S89°17"W), A DISTANCE OF 131.98 FEET (D=132') TO THE POINT OF BEGINNING.

SUBJECT TO easement for court purposes over the North 7 feet thereof adjoining Den Adel Court.
and

Tax Identification No. 39-06-22-356-001.

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2016-030923 09/21/2016 11:00:21 AM

Pages: 4 of 7 DEED
CHICAGO TITLE COMPANY
Timothy A. Snow County Clerk/Register Kalamazoo County, MI


PARCEL 2:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point in the North line of Balch Street, 165.5 feet East of the East line of West Street, now called Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West (said course supposed to be 8 rods); running thence East parallel with the South line of Section 22, 50 feet; running thence South parallel with first course to North line of Balch Street; thence West on North line of Balch Street to place of beginning. ALSO, beginning at a point in the North line of Balch Street in the City of Kalamazoo, 13 rods 1 foot East of the East line of West Street, now Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with first course to the North line of Balch Street; thence West on North line of Balch Street to the place of beginning. ALSO, beginning at a point in the North line of West Crosstown Parkway (formerly Balch Street) in the City of Kalamazoo, 7 rods East of the East line of Westnedge Avenue (formerly West Street); thence North parallel with the East line of Westnedge Avenue (formerly West Street) to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the said South Section line; thence South parallel with the East line of Westnedge Avenue to the North line of West Crosstown Parkway; and thence West on said North line to the place of beginning.

Tax Identification No. 39-06-22-360-002

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTERLINE OF WESTNEDGE AVENUE A DISTANCE OF 857.55 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID WESTNEDGE AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=SOUTH) ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 131.37 FEET (D=132');;

THENCE SOUTH 88 DEGREES 44 MINUTES 14 SECONDS EAST (D=S89°24'W), A DISTANCE OF 283.83 FEET;

THENCE SOUTH 01 DEGREES 17 MINUTES 06 SECONDS WEST (D=SOUTH) TO A POINT ON THE NORTHLINE OF THE SOUTH 52 (858') RODS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 BY FOUND MONUMENTS, A DISTANCE OF 131.90 FEET (D=132');;

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24'E) ALONG SAID NORTH LINE OF THE SOUTH 52 RODS (858'), A DISTANCE OF 283.31 FEET TO THE POINT OF BEGINNING.

SUBJECT TO certain easements, rights and restrictions of record in deeds from City of Kalamazoo

2016-030923 09/21/2016 11:00:21 AM
Pages: 5 of 7 DEED
CHICAGO TITLE COMPANY
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

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City of Kalamazoo Property Tax Clearance

Certificate # 24969

has been issued for this document
and legal description by the
Kalamazoo City Treasurer

to the First National Bank & Trust Company of Kalamazoo and in Liber 709, Page 527.

Tax Identification No. 39-06-22-355-001.

PARCEL 4:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Commencing on the South line of Den Adel Court 391 feet East of the East line of Westnedge Avenue; thence South 6 rods; thence East 40 feet; thence North 6 rods to the South line of Den Adel Court; and thence West 40 feet to beginning.

Tax Identification No. 39-06-22-351-011

PARCEL 5:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point 384 feet East of a point in the West line of Section 22, Town 2 South, Range 11 West, which said point in the West line of Section 22 is 1341.765 feet North of the Southwest corner of said Section 22 measured along the West line of said Section 22, said point of beginning being in the South line of what is commonly known as and called Den Adel Court; running thence South parallel with the West line of Section 22, 99 feet; thence East parallel with the South line of Den Adel Court, 40 feet; thence North parallel with first course 99 feet; thence West 40 feet to the place of beginning. Also the right of way for use for general street purposes in common with all other persons owning or occupying lands adjoining or abutting thereon over what is commonly known as and called Den Adel Court, the same being more particularly described as follows: Beginning at the Northeast corner of said above described premises; running thence East 40 feet; thence North parallel with the East line of West Street, 18 feet; thence West to the East line of West Street; thence South on the East line of West Street, 18 feet; thence East to the place of beginning.

Tax Identification No. 39-06-22-351-012

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2016-030923 09/21/2016 11:00:21 AM
Pages: 6 of 7 DEED
CHICAGO TITLE COMPANY
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



EXHIBIT "B"
QUITCLAIM PARCEL DESCRIPTIONS

PARCELS 1 AND 3:

All that certain piece or parcel of land, situate and being in the City of Kalamazoo, County of Kalamazoo, and State of Michigan, known and described as follows, to-wit:

Commencing on the west line of Section 22, Town 2 South, Range 11 West, at a point 52 rods north of the southwest corner thereof, thence north 89° 24' east along a line 52 rods north of the south line of said Section 383.7 feet to the west line of land conveyed by the City of Kalamazoo to The First National Bank & Trust Company of Kalamazoo, by deed recorded in Liber 697 Deeds; Page 154 in the Office of the Register of Deeds, Kalamazoo County, Michigan, thence south 0° 06' east along the west line of said land conveyed to The First National Bank & Trust Company of Kalamazoo 132 feet to the north line of Crosstown Parkway (formerly Balch Street) said point being 383.70 feet east of the west line of said Section 22; thence north 89° 24' east along said north line of Crosstown Parkway 22.45 feet to an angle in said north line, thence north 56° 53' east along said north line of Crosstown Parkway 230.52 feet to its intersection with the west line of South Park Street, thence north along the West line of South Park Street, 489.85 feet to the south line of Den Adel Court, (said point being south 316 feet from the south line of Forest Street) thence south 89° 17' west along the south line of Den Adel Court 132 feet, thence south parallel with the west line of said South Park Street 416.71 feet, thence south 89° 24' west 149.76 feet more or less to the east line of land conveyed by DeBruin to The First National Bank & Trust Company of Kalamazoo by deed recorded in Liber 709 of Deeds, Page 527 in the Office of the Register of Deeds for Kalamazoo County, Michigan, thence north 0° 06' west along said east line 66 feet, thence south 89° 24' west along the north line of said land conveyed by DeBruin to said Bank 318 feet to the west line of said Section 22 and thence south along said west line 132 feet to the place of beginning.

Tax Identification Nos. 39-06-22-356-001 and 39-06-22-355-001

2016-030923 09/21/2016 11:00:21 AM
Pages: 7 of 7 DEED
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CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG18-00122

400 W CROSSTOWN PKWY

Kalamazoo, MI 49001

COUNTY: Kalamazoo

The above named building of Use Group E, Education and Construction Type 3A is approved for use and occupancy.

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

Print Date: 10/22/2018