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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**

**ESCUELA AVANCEMOS!  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**ESCUELA AVANCEMOS!**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2012**

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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 Escuela Avancemos! (the “Academy”), to be effective July 1, 2012, 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.
- 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 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **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 11.11 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.

- k) **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.
- l) **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 11.11 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.
- m) **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.
- n) **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.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.



- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **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.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **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.
- v) **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.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. 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 1.5. 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. 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 2.2. 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 proposed 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 2.3. 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.

Section 2.4. 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 2.5. 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 11.12 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 2.6. 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 2.7. 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 2.8. 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 anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

### **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 2.5 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.

### **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. Articles of Incorporation. Unless amended pursuant to Section 9.2 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 5.2. Bylaws. Unless amended pursuant to Section 9.3 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.

## 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 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 9.1 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 9.1 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. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

The University Board may use such reports, assessments and test results in making its decision to 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 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Eighth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 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 measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

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

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

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

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this



Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

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

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

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

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

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

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

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

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

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

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

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

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

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. 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 2.1, 5.1 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 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. 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 9.3.

Section 9.4. 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.

## **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 ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

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

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

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

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

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

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

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

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

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

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) 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 Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board 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 11.11 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 or other University representative, 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 Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy’s authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University representative 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 or other University representative 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 or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- 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 Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State’s Automatic Closure 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 State’s Automatic Closure 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 shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board’s decision.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation insurance (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000); if the Academy has no employees or leases employees, it must carry Workers’ Compensation insurance (statutory limits) on an “if any” basis including Employers’ Liability limits of one million dollars (\$1,000,000).
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

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

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

Section 11.5. 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 11.6. 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 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy

Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. 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 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. 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 11.11. 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. 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 11.12. 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 revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of 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."

"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."

Section 11.13. 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 11.14. 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 11.15. 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 11.16. 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 11.17. 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 11.18. 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.

## 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:

Board President  
Escuela Avancemos!  
3811 Cicotte Street  
Detroit, MI 48210

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

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

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior



application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2012, and shall remain in full force and effect for seven (7) years until June 30, 2019, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2019, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval

from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2012, then this Contract is automatically terminated without further action of the parties

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

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

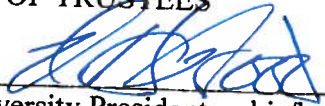
Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

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

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

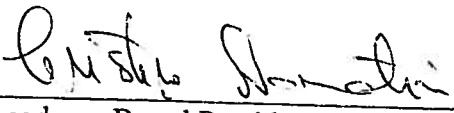
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

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.

ESCUELA AVANCEMOS!

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 27, 2012:

Authorization of Escuela Avancemos! 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 Escuela Avancemos! ("Academy"), located at 3811 Cicotte Street, Detroit, MI 48210, 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:

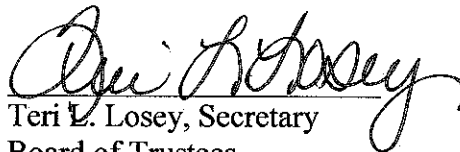
Richard Aginian	1 year term expiring June 30, 2013
Zenaida C. Arraiz-Rivera	1 year term expiring June 30, 2013
Michael Portis	2 year term expiring June 30, 2014
Cristina G. Stamatina	3 year term expiring June 30, 2015
Ana Maria Ulloa	3 year term expiring June 30, 2015

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents (“Contract”) to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.

14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education’s issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees’ issuance of the Contract, the Applicant, the Academy and the Academy’s Board of Directors

shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 1st day of May 2012.

A handwritten signature in black ink, appearing to read "Teri L. Losey", written in a cursive style.

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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

# *Michigan Department of Licensing and Regulatory Affairs*

## *Filing Endorsement*

*This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT*

*for*

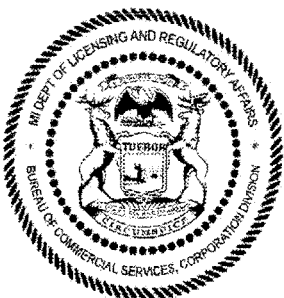
*ESCUELA AVANCEMOS!*

*ID NUMBER: 71190C*

*received by facsimile transmission on July 2, 2012 is hereby endorsed*

*Filed on July 3, 2012 by the Administrator.*

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



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3RD day of July, 2012.*

A handwritten signature in black ink, appearing to read "Schiffman".

*Director*

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES</b>		
Date Received	(FOR BUREAU USE ONLY)	
	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: Ana Ulloa		EFFECTIVE DATE:
Address 7622 Steadman		
City Dearborn, MI	State MI	

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

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

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

1. The present name of the corporation is: Escuela Avancemos.
2. The identification number assigned by the Bureau is: 71190C
3. All former names of the corporation are: n/a.
4. The date of filing of the original Articles of Incorporation was: April 24, 2012.

*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: Escuela Avancemos!.

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

**ARTICLE II**

The purposes for which the corporation is organized are:

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



## ARTICLE V

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

Ana Maria Ulloa  
7622 Steadman  
Dearborn, Michigan 48126

George P. Butler, III  
Dickinson Wright PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, Michigan 48226

John M. Perkins  
Dickinson Wright PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, Michigan 48226

## 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)

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

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

### **ARTICLE VIII**

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

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

### **ARTICLE IX**

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

### **ARTICLE X**

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

### **ARTICLE XI**

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

### **ARTICLE XII**

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director’s fiduciary duty. This provision shall not eliminate or limit the liability

of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

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 non-director volunteer, provided that:

- (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

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

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

#### ARTICLE XIV


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

#### ARTICLE XV

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

These Restated Articles of Incorporation were duly adopted on the 28<sup>th</sup> day of June, 2012, in accordance with the provision of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate **and do further amend** the provisions of the Articles of Incorporation, and were duly adopted by the shareholder, the members, or the directors (if organized on a nonstick directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 28<sup>th</sup> day of June, 2012

By   
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

CRISTINA STAMATIN  
(Type or Print Name)

Board President  
(Type or Print Title)

**SCHEDULE 3**

**BYLAWS**

# BYLAWS

## OF

### Escuela Avancemos!

#### ARTICLE I

##### NAME

This organization shall be called Escuela Avancemos! (the "Academy" or the "Corporation"), which shall be a Michigan public school academy authorized by the Grand Valley State University Board of Trustees.

#### ARTICLE II

##### FORM OF CORPORATION

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

#### ARTICLE III

##### OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in Detroit, County of Wayne, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event 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, MCL 450.2101 et seq.

#### ARTICLE IV

##### BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR

Section 1. General Powers. The business, property, and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Michigan Revised School Code ("Code"), as amended, MCL 380.501 et seq. The Board of Directors may delegate such powers to the officers of the Board of Directors as it deems necessary and to the extent permitted by applicable law.

Section 2. Method of Selection. Directors shall be selected in accordance with the Resolution adopted by the Grand Valley State University Board of Trustees.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three (3) years, 1/3 shall be appointed for a term of two (2) years, and the remainder shall be appointed for a term of one (1) year. At the first meeting, the Board of Directors shall designate which members of the initial Board of Directors shall serve one (1), two (2), and three (3) year terms. The length of term of the members of the Board of Directors shall commence with the first meeting of the Board of Directors. The initial terms shall commence on the day of appointment and shall continue until July 1st of the respective term year. Subsequent terms shall be from July 1 through June 30 of the appropriate year.

Section 4. Number of Directors. The number of members of the initial Board of Directors shall be 5. The number of members of the Board of Directors shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board.

Section 5. Qualifications. Members of the Board of Directors shall be citizens of the United States. Members of the Board of Directors shall not include: (i) employees of the Academy; (ii) directors, officers, or employees of a management company that contracts with the Academy; (iii) members appointed or controlled by a profit or another non-profit corporation; or (iv) Grand Valley State University officials, as representatives of Grand Valley State University ("University").

Section 6. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the University. All members of the Board of Directors of the Corporation shall take the oath of office required by Section 512a(4)(b)(vi) of the Code.

Section 7. Tenure. Each member of the Board of Directors ("Director") shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors of the Corporation or as directed by the University Board.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the Corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting in July of each year. The Board of Directors may provide, by resolution, the time and place, within the state of Michigan, for the holding of regular meetings. The Corporation shall provide notice of the annual and all regular meetings as required by the Open Meetings Act, MCL 15.261 et seq.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors 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 12. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least twenty four (24) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Directors business address. If mailed, such notice shall be deemed to be delivered forty eight (48) hours after it is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. 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 13. Quorum. A majority of the Directors of the Board of Directors constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 14. Manner of Acting. The act of the majority of the Directors of the Board of Directors shall be the act of the Board of Directors.

Section 15. Open Meetings. All meetings of the Board of Directors, including committee meetings, shall at all times be in compliance with the Open Meetings Act, to the extent the Open Meetings Act is applicable.

Section 16. Board Vacancies. A vacancy on the Board of Directors shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 17. Compensation. A Director of the Corporation shall serve as a volunteer director. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 18. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter 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.

Section 19. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which shall have the functions provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the

Open Meetings Act and other applicable law, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 20. Fiscal Year, Budget, 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 of Directors shall prepare and publish an annual budget in accordance with University Board policy.

## **ARTICLE V OFFICERS OF THE BOARD**

Section 1. Number. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers at a duly noticed meeting prior to July 1, 2012. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be a member of the Board of Directors. The President of the Corporation shall preside at all meetings of the Board of Directors. 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 Board of Directors attending the meeting, shall preside. The President shall be an ex officio member of all standing committees and may be designated Chair of certain committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of the President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President shall be a member of the Board of Directors. 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 by the Board of Directors.

Section 7. Secretary. The Secretary shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors meeting in one or more books

provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board.

Section 8. Treasurer. The Treasurer of the school shall be a member of the Board of Directors of the school. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the school; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the school 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 school 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 Board of Directors.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary, Treasurer, or President or by the Board of Directors. The Board of 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 the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board of Directors may not be compensated for their services. They may, however, be reimbursed for traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning the 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 VI CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS**

Section 1. Contracts. The Board of Directors 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 Board of Directors 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 thereto.

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 Board of Directors. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted.

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 Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, shares or other securities issued by any other 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 the President, or in the absence of the President and the President's proxy, by the Secretary or 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 Board of Directors, 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. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons. Any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any firm of which one or more of this Corporation's Directors are members or employees, or in which one or more of this Corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any

contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

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 section 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute. Public disclosure of the contract means as follows:

- (i) Prompt disclosure of any pecuniary interest in a contract with the Corporation. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- (ii) The contract is approved by a vote of not less than 2/3 of the directors of the Corporation at a regular or special meeting. If applicable, the vote shall be without the vote of the director making the disclosure.
- (iii) The Corporation discloses the following summary information in its board minutes:
  - (a) The name of each party involved in the contract;
  - (b) The terms of the contract, including duration, financial consideration between parties, facilities or services of the Corporation degree of fulfillment of included in the contract, and the nature and assignment of Corporation employees for the contract; and
  - (c) The nature of any pecuniary interest.

## **ARTICLE VII INDEMNIFICATION**

Each person who is or was a trustee, Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture 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 extent provided under the laws of the State of Michigan as they may be in effect from time to time.

**ARTICLE VIII  
SEAL**

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

**ARTICLE IX  
AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University President. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the University Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation Board of Directors and by the University President or the University Board.

These Bylaws were adopted as and for the Bylaws of the Escuela Avancemos! in an open and public meeting, by unanimous consent of the Board of Directors on the 14th day of May, 2012.

  
Secretary  
Acting.  
Recording  
Secretary

7797995.1 22734/095657

**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 Escuela Avancemos! ("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:   
Joseph L. Fiepek, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: May 7, 2012

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IDLWCW

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2012 – June 30, 2013**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 2	Board Adopted 2012-2013 School Calendar/School Day Schedule.	CSO
July 2	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2012-2013.	CSO
July 2	Copy of Notice of Public Hearing for Annual Operating Budget for 2012-2013.	CSO
July 2	Copy of Parent Satisfaction Survey and Results from 2011-2012, if applicable.	CSO
July 5	Anti-Bullying Policy, in accordance with Matt's Safe School Law	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2011-2012 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2012-2013.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2012-2013.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2012-2013.	CSO
August 1	Board Designated Legal Counsel for 2012-2013.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2012-2013.	CSO
August 31	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2012-2013.	CSO
September 4	Board approved Student Handbook 2012-2013.	CSO
September 4	Board approved Employee Handbook 2012-2013.	CSO
September 4	Copy of School Improvement Plan covering 2012-2013 academic year.	CSO
October 1	Completed PSA and ESP/MC Insurance Questionnaires. Required forms available at <a href="http://www.gvsucso.org">www.gvsucso.org</a> .	CSO
October 1	Annual Nonprofit Corporation Information Update for 2012.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2012. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2012, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2012 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2012 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs only. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 12	Annual Education Report for the 2011-2012 academic year to be submitted and presented at a public meeting.	CSO
October 29	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 3	Academy’s Technology Plan covering 2012-2013 or annual updates thereto.	CSO
January 7	Modifications to ISD’s Plan for the Delivery of Special Education Services covering 2012-13 signed by a representative of the Academy.	CSO
January 31	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsucso.org">www.gvsucso.org</a> .	CSO
April 19	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2012-2013 (See MDE website <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
April 26	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2013-2014.	CSO
June 3	Certificate of Boiler Inspection covering years 2012-2013	CSO
June 28	Board Approved Amended Budget for 2012-2013 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 28	2012-2013 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsucso.org">www.gvsucso.org</a> .	CSO
June 28	Board adopted Letter of Engagement for year ending June 30, 2013 independent financial audit.	CSO
June 28	Food service license expiring 04/30/2014.	CSO

**Ongoing Reporting Requirements  
July 1, 2012 – June 30, 2032**

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO



**Original/Subsequent Board Policy Reporting Requirements  
July 1, 2012 – June 30, 2013**

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

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO

<p><b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval)  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.</p>	CSO
<p><b>Academy Deposit Policy</b> (date of approval).  PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract</p>	CSO
<p><b>Parental Involvement Policy</b> (date of approval).  Reference: MCL 380.1294</p>	CSO
<p><b>Wellness Policy</b> (date of approval).  Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773</p>	CSO

**Calendar of Additional Reporting Requirements and Critical Dates  
July 1, 2012 – June 30, 2013**

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
September 28	Student Count Day for State Aid F.T.E.	No submission required.
September 30	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October 3	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October 3	Certification of Constitutionally Protected Prayer	MDE
October 7	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	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
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 6	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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
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.
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

**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) of the Terms and Conditions:

1. 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. Academy Board meeting calendar;
5. Copy of public notice for all Academy Board meetings;
6. Academy Board meeting agendas;
7. Academy Board meeting minutes;
8. Academy Board approved budget and amendments to budget;
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board;
10. Quarterly financial reports submitted to the University Charter Schools Office;
11. Curriculum documents and other educational materials submitted to the University Charter Schools Office;
12. Copy of school improvement plan (if required);
13. Copies of facility leases or deeds, mortgages, modular leases and/or deeds;
14. Equipment leases;
15. Proof of ownership for Academy owned vehicles and portable buildings;
16. Academy Board approved management contract with Educational Service Provider;
17. Academy Board approved service 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 staff with their individual compensation 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 background 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 ESP (if any) in accordance with section 11.17(b) 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.

## MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “**Agreement**”) is made and entered into as of the 21 day of June, 2012 by and between **SANGA CONSULTING, INC.**, a Michigan corporation (“**Sanga**”), and **ESCUELA AVANCEMOS!** (the “**Academy**”), a Michigan public school academy organized under the Revised School Code (the “**Code**”).

**WHEREAS**, the Academy is a public school academy organized and operated pursuant to Part 6A of the Code; and

**WHEREAS**, the Academy operates under the direction of the Escuela Avancemos! Board of Directors (“**Academy Board**”); and

**WHEREAS**, pursuant to a Contract to Charter a Public School Academy (the “**Contract**”), dated July 1, 2012 and issued to the Academy by Grand Valley State University (“**GVSU**”) as the authorizing body (“**Authorizer**”), the Academy Board is authorized to organize and operate a public school academy in the State of Michigan pursuant to Part 6A of the Code; and

**WHEREAS**, Sanga is a Michigan corporation that will provide educational, operational and management services to facilitate the implementation of the Academy’s obligations under the contract with GVSU; and

**WHEREAS**, Sanga through the educational and managerial services she provides, will implement a comprehensive educational program and management methodologies for the Academy; and

**WHEREAS**, the Academy Board desires to engage Sanga to provide certain services related to the Academy’s educational program and operations; and

**WHEREAS**, the Academy Board, on behalf of itself and the Academy, and Sanga each warrant to the other that there are no pending actions, claims, suits or proceedings, to their knowledge, threatened or reasonably anticipated against or affecting them, which if adversely determined, would have a material adverse effect on their respective abilities to perform their obligations under this Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### ARTICLE I CONTRACTUAL RELATIONSHIP

**A. Authority.** The Academy has been granted a Contract by GVSU to organize and operate a public school academy pursuant to the terms and conditions set forth in the Contract and related attachments. The Academy Board is authorized to enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the public school academy, provided that no provision of such a contract shall be effective to



the extent it conflicts with the Academy Board's statutory prerogatives and duties or the terms of the Contract.

**B. Contract.** Sanga 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 GVSU. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

**C. Status of the Parties.** Sanga is a corporation, and is not a division or part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code, and is not an employer of Sanga. The relationship between Sanga and the Academy is based solely on the terms of this Agreement. Except as it regards to indemnification agreed to between the parties as described herein, Sanga will be solely responsible for its acts and the acts of its agents, employees and subcontractors. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor. No subcontractor of Sanga shall be deemed to be an agent or employee of the Academy. Notwithstanding the foregoing, the Academy and Sanga agree as follows:

1. The Academy Board may by resolution designate Sanga, as may be mutually agreed upon by Sanga and the Academy, to serve as the designee of the Academy's chief administrative officer ("CAO") and to provide oversight of other contractors of the Academy, as designated by the Academy Board from time to time.
2. Sanga, and its subcontractors, to the extent they have a legitimate educational interest in so doing, are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"), provided the Academy disseminates the notice required pursuant to FERPA and its related regulations.

**D. Obligation of the Board.** The Academy Board shall be ultimately responsible for its fiscal, academic and governance policies, and shall exercise good faith in considering the recommendations of Sanga and the Academy administration including but not limited to, recommendations concerning the educational program, operations, policies, rules, regulations, procedures, curriculum, budgets and fund raising. It shall be the responsibility of the Academy Board to authorize payment of budgeted costs and expenses and other obligations as approved by the Academy Board.

## ARTICLE II TERM

This Agreement shall become effective as of July 1, 2012 and shall terminate on June 30, 2017.

## ARTICLE III RESPONSIBILITIES OF SANGA

**A. Responsibility.** Under the direction of the Academy Board, Sanga shall be responsible for all of the management, operation, administration, and education at the Academy, by providing certain services directly to the Academy, subcontracting for certain services, and overseeing other contractors of the Academy. Such functions shall be carried out in a manner and form customary in the public school academy industry and include, but are not limited to:

1. Implementation and administration of the Educational Program (as defined below);
2. Curriculum improvement services;
3. Student environment management services;
4. Community outreach and marketing services;
5. Implementation of an ongoing public relations strategy, developed by Sanga with input from the Academy Board, for the development of beneficial and harmonious relationships with other organizations and the community;
6. Budget preparation and financial management services, such as accounting and bookkeeping services, financial and operational reports, in accordance with the Budget set by the Academy's Board;
7. Accounts payable management;
8. Administration (by way of liaising with the carrier's designated representative or counsel appointed by the carrier) of any insurance claims involving personal injury or property loss;
9. Management of the security of the facility and confidential information files maintained by and in the possession of Sanga;
10. Selection of instructional and non-instructional material, equipment and supplies (within the budget set by the Academy Board) and the establishment of an inventory system of all equipment;
11. Food service management;
12. Transportation management;
13. Facilities maintenance, facilities construction and/or renovation;
14. The preparation of required GVSU, local, state and federal reports with prior review and approval by the Academy Board.
15. Computer services including operational and functional responsibilities;
16. Information and technology system development and management;
17. All facility operations of the school building, including but not limited to the installation of technology integral to school design that has been approved by the Academy Board, janitorial contract management, building repair oversight, and compliance with all applicable laws;
18. Preparation of grant applications and reports for grants received as well as special programs;
19. Using best efforts to secure funding sources for special programs and facility improvements as requested by the Academy Board;
20. Administration of extra-curricular and co-curricular activities and programs approved by the Academy Board;
21. Assist the Academy Board in the preparation of strategic plans for the continuing educational and financial benefit of the Academy;
22. Preparation, enforcement and administering the enforcement at the Board level of the Academy Board's parent and student codes of conduct;

23. Overseeing the preparation of Academy Board meeting materials, agendas, and notices;
24. Human resource management, benefits administration and payroll processing;
25. Administering reporting compliance, which includes ensuring all reports, documents, etc. are filed on-time with the appropriate entities;
26. Special education services;
27. Management of cash flow reserves in accordance with the Academy's budget, revenues and expenditures, and assisting with short term borrowing;
28. Recommending and acquiring textbooks;
29. Recommendation of policies governing operations of the Academy and implementation of policies as approved by the Academy Board; and
30. Any other function necessary or expedient for the administration of the Academy within the policies and actions of the Academy Board

**B. Educational Program.** Sanga shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (“**Educational Program**”). In the event that Sanga determines that it is advisable to modify the Educational Program, Sanga will provide written notification to the Academy Board specifying the changes she recommends and the reasons for the proposed changes. As the Educational Program is an integral part of the Contract, no changes in the Educational Program shall be implemented without the prior written approval of the Academy Board, which may be fulfilled by action of the Academy Board at a meeting convened pursuant to the Michigan Open Meetings Act, and approval by GVSU through the process set forth in the Contract for amendment thereof. Sanga shall provide the Academy Board with written reports on a quarterly basis specifying the level of achievement of each of the Academy's educational goals as set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained.

**C. Subcontracts.** It is anticipated that Sanga will utilize subcontractors to provide some or all of the services it is required to provide to the Academy, including but not limited to, transportation, food service, Academy compliance, special education services, and human resources. Sanga shall not subcontract the management, oversight or operation of the Educational Program, without the prior written approval of the Academy Board, which consent shall not be unreasonably withheld, without the prior approval of the Academy. Academy Board approval of other subcontracts is not required unless the costs for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget, or is in excess of the contract amount required to be approved by the Academy Board by the Academy's contractual obligations to GVSU.

**D. Place of Performance.** Instruction services other than field trips and activities will normally be performed at Academy facilities. Sanga may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law. The Academy shall provide Sanga with the necessary office space at the Academy site to perform all services described in this Agreement. All student records and books of the Academy, as well as copies of minutes of

both regular and executive sessions of the Academy Board and all required compliance materials (“**Academy Documents**”) shall be maintained at the Academy site at the Academy’s sole expense. The Academy shall not unreasonably restrict Sanga’s or its agents and subcontractors’ access to such Academy Documents.

**E. Acquisitions.** All acquisitions made by Sanga for the Academy, including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. Sanga and its subcontractors will comply with Section 1274 of the Code and the Academy Board’s purchasing policy as if the Academy were making these purchases directly from a third party supplier and Sanga will not include any fees or charges to the cost of equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

**F. Pupil Performance Standards and Evaluation.** Sanga is responsible for and accountable to the Academy Board for the performance of students who attend the Academy. Sanga shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract and such additional measures as shall be mutually agreed between the Academy Board and Sanga that are consistent with the Contract.

**G. Student Recruitment.** Sanga and the Academy Board shall be jointly responsible for the lawful recruitment and enrollment of students subject to the provisions of the Contract. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with applicable law. Sanga shall follow all applicable Academy policies and procedures regarding student recruitment, enrollment and lottery management, and shall assist the Academy with the publication of appropriate public notices and scheduling open houses.

**H. Student Due Process Hearings.** Sanga shall ensure that students are provided with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, students subject to a Section 504 Plan, special education, confidentiality and access to records, to the extent consistent with the Academy’s own obligations. The Academy Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled. In addition, Sanga may assist the Academy Board to establish student discipline policies and procedures.

**I. Legal Requirements.** Sanga shall provide the Educational Program consistent with all federal, state, and local requirements, and the requirements imposed under the Code and Contract, unless such requirements are or have been waived in writing by a binding authority able to grant said waiver.

**J. Rules and Procedures.** The Academy Board shall adopt rules, regulations and procedures applicable to the Academy and Sanga is directed to enforce the rules, regulations and procedures adopted by the Academy Board. Sanga shall assist the Academy Board in its policy making function by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

**K. School Year and School Day.** The school year and the school day shall be provided in the Contract and as defined annually by the Academy Board.

**L. Authority.** Sanga shall have the authority and power necessary to undertake its responsibilities described in this Agreement, except in cases wherein such power may not be delegated by law nor approved by the Academy Board.

**M. Miscellaneous Duties of Sanga.** Sanga agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract, including but not limited to the following (terms capitalized and not defined for purposes of this Section III-M only shall have the meaning ascribed in the Contract):

- (i) All of the Academy's financial and other related records related to the Academy will be made available to the Academy's independent auditor and that Sanga's staff will cooperate with said auditor. Sanga shall not select or retain the Academy's auditor.
- (ii) Sanga certifies that there shall be no markup of costs for supplies, materials or equipment procured by Sanga on the Academy's behalf and all supplies, materials and equipment procured for the Academy by Sanga shall be inventoried by an acceptable method of inventory and further, an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.
- (iii) Upon termination, Sanga and any other educational service provider with which she has contracted on behalf of the Academy ("ESP") shall work for a specified period of time to transition to a new ESP. There may be a fee set forth for this service. All contracts entered into by Sanga with another ESP for services at the Academy shall provide as such.
- (iv) Upon termination, Sanga, and any ESP shall, without charge (a) close the books on the then-current fiscal quarter; (b) organize and prepare the Academy's records for transition to the new ESP; (c) organize and prepare student records for transition to the new ESP; and (d) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing. All contracts entered into by Sanga with another ESP for services at the Academy shall provide as such.
- (v) Sanga, and any other ESP, may not include in its contracts with staff assigned to the Academy (including by way of example and not limitation, teachers administrators, counselors and the like) any noncompete agreements or provisions of any nature whatsoever. All contracts entered into by Sanga with another ESP for services at the Academy shall provide as such.
- (vi) The Academy Board and the Sanga may not substantially amend the management contract without the prior written consent of the GVSU Designee. Whether or not substantial, the Academy shall submit to the GVSU Designee all amendments to the management contract prior to the execution of such amendment.
- (vii) Sanga hereby agrees, and shall provide in any contract with an ESP on behalf of the Academy that the ESP agrees, to indemnify and hold GVSU 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 GVSU which arise out of or are in any manner connected with the Academy's operations 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 Sanga, or which arise out of the failure of the Sanga or the Academy to perform its obligations under the Contract.

- (viii) Sanga will conduct criminal background and unprofessional conduct checks required by the law applicable to employees and contractors of a public school for all personnel and contractors assigned to work at an Academy site who would have to have been so checked had they been employed or contracted directly by the Academy. Sanga shall so provide in any contract it enters into with an ESP on behalf of the Academy and Sanga will annually certify its compliance with the requirements of this provision, and, upon request, will provide copies to the Academy or its designee of all background and unprofessional conduct checks performed.
- (ix) The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement. Sanga will not knowingly act in a manner that will reasonably cause the Academy to be in material breach of the Contract such that GVSU threatens termination of the Contract in a writing delivered to the Academy. In the event that Sanga does not cure such breach within one academic year, such action by Sanga and subsequent failure to cure shall be considered cause to terminate this Agreement.

**N. Additional Programs.** The services provided by Sanga to the Academy under this Agreement consist of the Educational Program during the school year and the school day as set forth in the Contract, as the same may change from time to time. With prior approval of the Academy Board, Sanga may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where Sanga is responsible for the cost of providing such additional programs, the Academy will reimburse Sanga the cost of conducting such programs. The Academy may also purchase additional services from Sanga at a mutually agreeable cost.

**O. Annual Budget Preparation.** Sanga will provide the Academy Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., in a form reasonably satisfactory to the Academy Board and to GVSU. At a minimum, Sanga agrees to provide the following: (1) The budget shall contain object level detail and comply with public accounting standards applicable to public schools and public school academies in Michigan and required by applicable law. (2) The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. (3) The proposed budget shall be submitted to the Academy Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to GVSU. Sanga may not make deviations from the approved budget without the prior approval of the Academy Board.

**P. Financial Reporting.** On not less than a monthly basis, Sanga shall provide the Academy Board with monthly financial statements not more than thirty (30) days in arrears. Financial statements shall include a balance sheet, cash flow statement and statement of revenue, expenditures and changes in fund balance, detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Academy Board. A written report shall explain any variances from the approved budget, shall contain recommendations for necessary budget corrections and shall be prepared at least five (5) calendar days in advance of the Academy Board meeting to be available for Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. Sanga shall provide special reports as necessary to keep the Academy Board informed of changing conditions.

**Q. Operational Reporting.** At least four (4) times per year Sanga will provide the Academy Board with comprehensive written reports, in a form reasonably acceptable to the Academy Board, detailing Academy operations, finances and student performance. In order to enable the Academy Board to monitor Sanga's educational performance and the efficiency of its operation of the Academy, upon the request of the Academy Board, Sanga will provide written reports to the Academy Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) month after the request for the report is received by Sanga unless the Academy Board and Sanga mutually agree upon an extended timetable.

**R. Good Conduct.** Sanga, its employees, contractors and subcontractors, as representatives of the Academy, shall be expected to conform to the highest ethical and legal standards expected of public officials, in their dealings with the Academy and otherwise. Likewise, the Academy Board and its individual members shall be expected to conform to the highest ethical and legal standards expected of public officials in their dealings with Sanga and its agents and subcontractors.

**S. Compliance with Section 503c.** On an annual basis, Sanga 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.

#### **ARTICLE IV OBLIGATIONS OF THE BOARD**

**A. Board Policy Authority.** The Academy Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to, policies relative to the conduct of students while in attendance at the Academy or en route to and from the Academy and regulations governing the procurement of supplies, materials and

equipment. The Academy Board shall exercise good faith in considering the recommendations of Sanga on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and requirements of the Contract.

**B. Building Facility.** The Academy Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law.

**C. Academy Employees.** The Academy Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Academy Board. This Paragraph does not apply to individuals employed by Sanga or any entity which Sanga subcontracts with to provide services pursuant to this Agreement.

**D. Educational Consultants.** The Academy Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of Sanga under this Agreement. Sanga shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities, and information as if such requests came from the full Academy Board. Sanga shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Academy Board. The cost to employ an educational consultant shall be paid by the Academy Board.

**E. Legal Counsel.** The Academy Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.

**F. Audit.** The Academy Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

**G. Budget.** The Academy Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of Sanga, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Academy Board's legal counsel and consultants. In addition, the Academy Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Academy Board.

**H. Academy Funds.** The Academy Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Academy Board members and/or properly designated Academy Board employees. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to Sanga to fulfill its obligations under this Agreement.



**I. Governmental Immunity.** The Academy Board shall determine when to assert, not assert, waive or not waive its governmental immunity.

**J. Contract with GVSU.** The Academy Board will not act in a manner which will cause the Academy to be in breach of the Contract.

## ARTICLE V

**Reserved.**

## ARTICLE VI FINANCIAL ARRANGEMENT

**A. School Source of Funding.** As a Michigan public school academy, the source of funding for the Academy is State School Aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

**B. Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Academy Board and Sanga, with prior Academy Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or Sanga shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or Sanga may apply for and receive grant money, in the name of the Academy. Sanga shall provide advance notification to the Academy Board of any grant applications it intends to make and receive Academy Board approval for the application prior to accepting any grant.
3. To the extent permitted under the Code, and with prior Academy Board approval, Sanga may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

All funds received by Sanga or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

**C. Compensation for Services.** The Academy shall pay Sanga an annual fee not to exceed 10% of the (a) per pupil foundation allowance which is a component of the state school aid that the Academy receives, directly or indirectly, from the State pursuant to the State School Aid Act of 1979, as amended, (“SSA”) for the particular students enrolled in the Academy, less (b) the amount the Authorizer receives for its oversight responsibilities, as described in the

Contract (the “**Fee**”). Such Fee will not preclude the payment of additional compensation if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties (“**Additional Compensation**”, and together with the Fee, the “**Management Fee**”).

Notwithstanding any other provision of this Agreement, the total annual Management Fee payable to Sanga hereunder in any academic year shall not be less than nor shall exceed the amounts described in the table below, subject to change by written agreement of Sanga and the Academy depending upon changes in annual pupil enrollment:

<u>Academic Year</u>	<u>Projected Enrollment</u>	<u>Minimum Management Fee</u>	<u>Maximum Management Fee</u>
2012-2013	125	\$ 88,875	\$177,750
2013-2014	250	\$177,750	\$355,500
2014-2015	375	\$266,625	\$533,250
2015-2016	500	\$355,500	\$711,000
2016-2017	625	\$444,375	\$888,750

If actual enrollment in any academic year is less than 90% of the projected enrollment listed above for such academic year, the parties agree that the minimum Management Fee to be paid to Sanga will be adjusted downward to an amount satisfactory to both parties by written agreement of the parties.

**D. Reasonable Compensation.** Sanga’s compensation under this Agreement is reasonable compensation for services rendered. Sanga’s compensation for services under this Agreement will not be based, in whole or in part, on a share of net revenues from the operation of the Academy.

**E. Payment of Educational Program Costs.** In addition to the fee described in this Section, the Academy shall reimburse Sanga for all costs reasonably incurred in providing the Educational Program at the Academy other than Sanga overhead costs. Such costs shall include, but shall not be limited to, curriculum materials, professional development, textbooks, library books, costs for computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, costs for personnel provided at the Academy either by Sanga or through an entity with which Sanga subcontracts for staff, and marketing and development costs. Marketing development and personnel costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program. The Academy Board must be informed of and approve the level of compensation and fringe benefits provided to employees of Sanga assigned to the Academy. The Academy Board shall reimburse Sanga monthly for approved fees and expenses upon properly presented documentation and approval by the Academy Board. At its option, the Academy Board may advance funds to Sanga for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification within thirty (30) days. In paying costs on behalf of the Academy, Sanga shall not charge an added fee. Any costs reimbursed to

Sanga that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by Sanga.

**F. Financial Reporting.** The fee due to Sanga shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. Sanga shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each year and ending in August of each school year. Such installment amount shall be due and payable by the Academy within 24 hours of receipt by the Academy of its monthly SSA. The Academy agrees to electronically wire funds to Sanga's account. Payments due and owing to Sanga shall be made by the Academy to Sanga in full by the 20<sup>th</sup> day of the Academy receiving its monthly SSA and all school revenue. Failure by the Academy to compensate Sanga for the agreed upon fee and frequency, may constitute a direct breach of contractual responsibilities by the Academy, and may result in immediate cancellation of all management services and any other services provided by Sanga under this Agreement with or without prior notice. The Academy acknowledges and agrees that immediate cancellation by Sanga will still require the Academy to meet its financial obligations to Sanga as set forth in this Agreement.

**G. Audit Report Information.** Sanga will make all of its financial and other records related to the Academy and necessary for the conduct of the annual audit available to the Academy and the independent auditor selected by the Academy Board.

**H. Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and Sanga shall be contained in a document separate from this Agreement. Sanga does not enter this Agreement with an interest in entering into promissory notes or other financing agreements and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders.

**I. Access to Records.** Sanga shall keep accurate financial, educational and student records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of Sanga, and shall retain all of these records in accordance with applicable state and federal requirements. Financial, educational, operational and student records that are now or may in the future come into the possession of Sanga are Academy property and are required to be returned by Sanga to the Academy upon demand, provided that Sanga may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. Sanga and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict GVSU's or the public's access to these records under applicable law or the Contract.

## ARTICLE VII PERSONNEL AND TRAINING

**A. Personnel Responsibility.** The Academy understands and agrees that Sanga may subcontract the Human Resources functions, personnel responsibilities, and the provision of Worksite Staff to an approved subcontractor. The Worksite Staff shall be employees of the subcontractor and shall not be employees of Sanga. Notwithstanding the above, Sanga shall, in cooperation with the Academy, and subject to the Contract and Academy Board policies, recommend staffing levels to the Academy Board. Sanga shall inform the Academy Board of and the Academy Board must approve the level of compensation and fringe benefits provided to Worksite Staff assigned by the Academy. Worksite Staff shall include all human services provided to or for the benefit of the Academy other than human services which are overhead of Sanga the cost of which are Sanga's sole responsibility.

**B. Principal.** The Academy and Sanga agree that the Principal of the Academy will be an employee of Sanga, or the company with which Sanga subcontract to provide personnel to the Academy. The Academy agrees that Sanga will have the authority, consistent with state law, to select and supervise the Principal. The employment contract with the Principal will be determined by Sanga. Sanga agrees that the Principal will hold all certifications required by the Code and other applicable state law. The Principal shall provide the Academy Board with monthly reports regarding the status of the Educational Program of the Academy.

**C. Teachers.** The Academy Board, with input from Sanga, shall determine the number of teachers, applicable grade levels, and subjects taught in the Academy. Sanga, through its subcontractor, shall provide the Academy with the necessary teachers, qualified in the grade levels and subjects required, as established by the Academy Board in accordance with the Academy Board approved budget and Contract. The curriculum taught by the contracted teachers shall be the curriculum set forth in the Contract and developed by the Sanga. Sanga agrees that it will require, in its independent contractor agreement with a third party for the provision of teachers and other Worksite Staff, that every teacher assigned to the Academy, shall hold a valid teaching certificate issued by the State Board of Education in accordance with the Code, be highly qualified as required by the NCLB, or be credentialed as may otherwise be required or permitted by applicable law.

**D. Support Staff.** The Academy Board, with input from Sanga, shall determine the number and functions of support staff required for the operation of the Academy. Sanga shall provide the Academy, through a third party contractor, with such support staff as required by the Academy Board in accordance with the Academy Board's approved budget. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, bookkeeping staff, maintenance and custodial personnel and the like.

**E. Employer of Personnel.** Sanga shall only employ the Principal of the Academy. As set forth previously herein, the Academy understands and agrees that all instructional and non-instructional staff assigned to work at the Academy will be provided by an independent third party contractor as determined by Sanga and approved by the Academy. The Worksite Staff shall be employees of the independent third party contractor and shall not be employees of

Sanga. The Academy and Sanga understand and agree that substitute teachers and other substitute instructional staff may be provided through an Academy Board authorized subcontractor, Sanga's subcontractor, or the Academy.

The contract between Sanga and its independent third party contractor for Worksite Staff and Human Resources functions will set forth the compensation of the Worksite Staff in accordance with the Academy Board's approved budget. "**Compensation**" shall include salary, fringe benefits, and state and federal tax withholdings. Pursuant to the contract between Sanga and the third party independent contractor, the third party independent contractor shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, rule, court or administrative decision, or an Attorney General's opinion, Sanga and its independent third party contractor shall not make payments to the Michigan Public School Employees' Retirement System ("**MPERS**") or any other public retirement system on behalf of the Worksite Staff.

Sanga acknowledges and agrees that unless the Academy notifies it that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "**PA 84 of 2006**"), Sanga will have its agents, employees, representatives, or agents, employees or representatives of its subcontractor, who will be regularly and continuously performing services on the Academy's premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, within the timelines required by law. Sanga further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports promptly upon receipt of same. Additionally, unless notified it is not subject to PA 84 of 2006, Sanga represents and warrants to the Academy that it will at all times during the term of this Agreement comply with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within 3 business days of when it, or any of its agents, employees, representatives, or subcontractors' employees who will be regularly and continuously employed on the Academy's premises, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, and to immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

Sanga shall likewise conduct or be responsible for, or cause its subcontractor on behalf of the Academy, to conduct unprofessional conduct checks required by MCL 380.1230b.

The parties agree that the Academy shall be responsible for all costs associated with the criminal history checks, criminal records checks and unprofessional conduct checks required pursuant to the terms of this Agreement, which are accomplished in order to comply with Sections 1230, 1230a and 1230b of the Code and all costs associated with compliance with this section of the Agreement.

The Academy agrees to reasonably cooperate with Sanga and its subcontractor in the discharge of Sanga's responsibilities under this section.

**F. Training.** Sanga shall be responsible for ensuring that all Worksite Staff assigned to work at the Academy including, the Principal, Assistant Principal, teachers and paraprofessionals, receive training required by law and which is consistent with the Academy mission, either by Sanga or its subcontractor.

**G. Basic Instructional Supplies.** Sanga shall insure, provided sufficient revenues are allocated therefore in the Budget adopted by the Academy Board, that the Worksite Staff, including the Principal, Assistant Principal, teachers and other instructional staff have access to those basic educational supplies necessary to deliver the Educational Program and shall establish a procedure for the Worksite Staff to present claims that basic educational supplies are not being provided. Disputes that have not been resolved by Sanga shall be presented to the Board for final resolution.

## **ARTICLE VIII TERMINATION OF AGREEMENT**

**A. Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in this Agreement in the event that Sanga should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Academy Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so), or failure to meet or make appropriate progress towards meeting the outcomes stated this Agreement and the Contract (which failure is not attributable to the Academy Board); a violation of the Contract or of applicable law and any action or inaction by Sanga that places the Contract in reasonable jeopardy of revocation, termination or suspension as discussed above. In order to terminate this Agreement for cause, the Academy Board is required to provide Sanga with written notification of the facts it considers to constitute material breach. Sanga has not less than thirty (30) days after written notice from the Academy to remedy this breach. After the period to remedy the material breach has expired, the Academy Board may terminate this Agreement by providing Sanga with written notification of termination.

**B. Termination by Sanga for Cause.** This Agreement may be terminated by Sanga for cause prior to the end of the term specified in this Agreement in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) days after notice from Sanga. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to Sanga as required by this Agreement or a failure to give consideration to the recommendations of Sanga regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, or upon suspension or revocation of the Contract which Sanga reasonably determines is not capable of resolution, Sanga is required to provide the Academy Board with written notification of the facts it considers to constitute material breach and provide the Academy with thirty (30) days to remedy this breach. After the period to remedy the material breach has expired, Sanga may terminate this

Agreement by providing the Academy Board with written notification of termination. In addition, Sanga may terminate this Agreement with cause prior to the expiration of the Term in the event the Academy fails to adopt reasonable recommendations regarding the personnel, curriculum, educational program, operations and financials inconsistent with the professional recommendations of Sanga.

**C. Revocation or Termination of Contract.**

(a) If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.

(b) The Academy shall pay to Sanga all amounts due and owing for services provided up to the date of termination and, on a per-diem basis, for any services that Sanga, in its sole discretion, elects to provide to the Academy following termination. The Academy shall also provide in any dissolution plan for the compensation of Sanga for any services which Sanga may perform as part of the dissolution process.

**D. Termination by Either Party Without Cause.** If Sanga and the Academy Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue. The Academy may also terminate this Agreement without penalty or cause at the end of the third year of this Agreement.

**E. Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement. If the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement upon thirty (30) days further additional written notice.

**F. Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in this Agreement, absent unusual and compelling circumstances, the termination will not become effective until the end of that school year.

**G. Rights to Property Upon Termination.** Upon termination of this Agreement all equipment, whether purchased by the Academy or by Sanga with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. Sanga shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by Sanga with Sanga's funds. Fixtures and building alterations shall not become the property of Sanga.

**H. Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, Sanga shall provide the Academy reasonable assistance for up to 90 days after the effective date of the termination to allow a transition to another education service provider, provided the Academy pays Sanga a reasonable per-diem rate negotiated at the time of transition.

Notwithstanding any of the foregoing, upon the expiration or any termination hereof, all accrued but unperformed obligations of a party shall remain such obligor party's continuing legal obligation until fully performed or waived in writing by the other party. All representations, warranties, and indemnities made in this Agreement shall survive termination of this Agreement.

## **ARTICLE IX PROPRIETARY INFORMATION**

**A. Confidential Information and Proprietary Rights.** The parties hereby agree and acknowledge that, in the course of performing this Agreement, certain confidential information or trade secrets, including, but not limited to, know-how, curriculum design and implementation, operational techniques, technical information, computer software, training materials, training methods and practices, all of which are considered to be confidential in nature (the "**Confidential Information**") may be disclosed to one another. The parties therefore agree, subject to the requirements and/or limitations of the Contract, MCL §380.502(3), the Freedom of Information Act or any other applicable law, that any Confidential Information communicated to or received or observed by a party hereto shall be in confidence and not disclosed to others or used for such party's benefit without the prior written consent of the other party. In addition, all Confidential Information disclosed to or observed or received by a party shall at all times remain the property of such party, and all documents, together with any copy or excerpt thereof, shall be promptly returned to such party upon request. The parties acknowledge and agree that this provision shall survive the termination or expiration of this Agreement.

The parties acknowledge and agree that the Academy owns all proprietary rights to curriculum or educational materials that (i) are developed and/or paid for by the Academy; or (ii) developed by Sanga at the direction of the Academy Board, except that Sanga owns all curriculum or educational materials copyrighted by Sanga. Notwithstanding the foregoing, educational materials and teaching techniques used by the Academy may be subject to disclosure under the Revised School Code, the Contract or the Michigan Freedom of Information Act to the extent required thereby.

## **ARTICLE X INDEMNIFICATION**

**A. Indemnification of Sanga.** To the extent permitted by law, the Academy shall indemnify and hold Sanga (which term for purposes of this Paragraph A, includes the officers, directors, and employees of Sanga) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and



warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, to the extent permitted by law, the Academy shall reimburse Sanga for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amount acceptable to Sanga.

**B. Limitations of Liabilities.** The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement, including but not limited to, its assertion of governmental immunity.

**C. Indemnification of the Academy.** Sanga shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy's officers, directors, board members, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by Sanga or its subcontractors with any agreements, covenants, warranties, or undertakings of Sanga contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by Sanga or its subcontractors' employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of Sanga contained in or made pursuant to this Agreement. In addition, Sanga shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

**D. Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless Sanga and its subcontractors, (and its Board of Directors, partners, officers, employees, agents and representatives) from any and all claims and liabilities which Sanga may incur and which arise out of the negligence of the Academy's Board of Directors, officers, employees, agents or representatives. Sanga shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of Sanga's directors, officers, employees, agents or representatives, or subcontractors.

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

representatives upon information supplied by the Academy or Sanga, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement

## **ARTICLE XI INSURANCE**

**A. Insurance of the Academy.** The Academy shall maintain insurance coverage in the amounts required by the Contract, including the indemnification of Sanga provided by this Agreement. In the event that the insurance carrier for the Academy's Authorizer requests changes in the coverage identified in the Contract, the Academy agrees to comply within thirty (30) days after written notice of the insurance coverage change. The Academy shall, upon written request, present evidence to Sanga that it maintains the requisite insurance in compliance with the provisions of this paragraph. Sanga shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s) or the Contract.

**B. Insurance of Sanga.** Sanga shall secure and maintain general liability insurance with the Academy listed as an additional insured. Sanga shall maintain insurance coverage in an amount and on such terms as are reasonably acceptable to the Academy Board and as required by the Contract, including the indemnification of the Academy provided by this Agreement. Sanga shall, upon written request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to Sanga under Sanga's policy with its insurer(s).

**C. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees. Any subcontractor of the Academy or Sanga must maintain workers' compensation insurance as required by law, covering their respective employees.

**D. Other Insurances.** Each party shall obtain Employer Practices Liability Insurance that does not exclude abuse, sexual molestation or sexual harassment. In addition, each party agrees to obtain a policy of general liability insurance for a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and to be responsible for the payment of any deductible under the Policy(ies). The parties agree that any contract with a subcontractor shall contain similar insurance requirements.

**E. Additional Insureds.** Each party shall be named as an Additional Insured under all applicable policies to the extent permitted under the policies of insurance. All policies of insurance required herein shall provide that all additional insureds shall be notified in writing at least thirty (30) days prior to the modification or cancellation of any such policy and each party,

to the extent reasonable, shall comply with the information and/or reporting requirements of the other's insurers.

## ARTICLE XII WARRANTIES AND REPRESENTATIONS

**A. Academy Warranties and Representations.** The Academy Board represents that on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Academy 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. Sanga Warranties and Representations.** Sanga warrants and represents that she is authorized to conduct business in the State of Michigan. Sanga will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist Sanga in applying for such licenses and permits and in obtaining such approvals and consents.

**C. Mutual Warranties.** The Academy and Sanga 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 adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## ARTICLE XIII MISCELLANEOUS

**A. Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Sanga on the subject matter hereof.

**B. Force Majeure.** Notwithstanding any other provision 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.

**C. Notices.** All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to Sanga:                      Ana Ulloa  
   Sanga Consulting, Inc.  
   7622 Steadman  
   Dearborn, MI 48126

If to the Academy:

Escuela Avancemos!  
Attention Board President

At the street address of the Academy.

With a copy to: George P. Butler  
Dickinson Wright PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, MI 48226

**D. Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

**E. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

**F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Academy Board and Sanga, and signed by a duly authorized officer. In addition, any modification to this Agreement must be submitted to GVSU prior to approval and execution.

**G. Non-Waiver.** No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

**H. Assignment.** Neither party may, without the prior written consent of the other party, assign or transfer this agreement nor any obligation incurred hereunder and any attempt to do so in contravention of this Agreement shall be void and of no force and effect. Notwithstanding the foregoing, Sanga shall have the right to assign all of its rights and obligations under this Agreement to an entity currently existing or hereafter created in which Sanga is the principal at any time without the approval of the Academy by providing written notice to the Academy.

**I. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this agreement be modified by a court of competent jurisdiction such that it may be fully enforced, then that provision shall be fully enforced as modified.

**J. Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

**K. Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to Sanga any of the powers or authority of the Academy Board that are not subject to delegation by the Academy Board under Michigan law or the Contract.

**L. Compliance with Law.** The parties agree to comply with all applicable laws and regulations.

**M. Warranties and Representations.** Both the Academy and Sanga represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, 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.

**N. Condition precedent.** Notwithstanding anything in this Agreement to the contrary, the parties expressly agree and acknowledge that the effectiveness of this Agreement is expressly contingent upon the condition precedent that the Contract issued by the Authorizer to the Academy has been duly executed, delivered and continued by reauthorization or other effective process at all material times.

**O. Unusual Events.** The Academy and Sanga agree to immediately notify the other of any known or threatened health, safety or other event or incident, of any anticipated or known labor, employee or funding problems or any other problems or issues that could adversely affect the performance of this Agreement by either party.

**P. Dispute Resolution Procedure.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in southeastern Michigan as mutually agreed by the parties. The arbitrator shall be required to issue a cause opinion with a written explanation as to the final decision. This cause opinion shall be made available to GVSU upon request. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be split by the parties. Each party shall pay its own attorney fees and costs of experts.

**Q. Modification to Conform to Changed GVSU Policies.** The parties intend that this Agreement shall comply with all of GVSU's requirements and policies applicable to educational service providers, as the same may be amended or changed from time to time. In the event that


changes in GVSU's requirements or policies applicable to educational service providers implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by GVSU of the changes to its policies.

**R. Execution and Delivery.** Each party represents and warrants to the other that it has undertaken any necessary corporate or organizational actions required to give it full power, authority and right to execute, deliver and perform its obligations under this Agreement and, that the individual signing this Agreement on its behalf is authorized to do so pursuant to its governing documents.


[Remainder of page intentionally left blank].

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and delivered as of the date first above written.

**ESCUELA AVANCEMOS!**,  
a Michigan public school academy

By:   
Name: CRISTINA STAMATINA  
Its: Board President

**SANGA CONSULTING, INC.**,  
a Michigan corporation

By:   
Name: ALEXANDRA LILLA  
Its: PRESIDENT

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**



**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS**

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date:

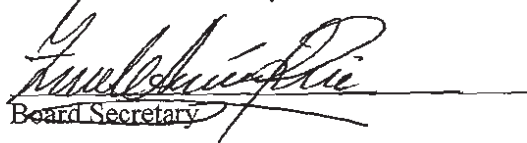
5/14/12



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the <sup>Escuela</sup> AVANCEMOS Board of Directors at a properly noticed open meeting held on the 14 day of MAY, 2012, at which a quorum was present.



Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**

# Escuela Avencemos!

## Kindergarten Curriculum

3811 Cicotte Street  
Detroit, MI 48210

(313) 269-0654

[www.escuelaavencemos.org](http://www.escuelaavencemos.org)

# **LANGUAGE ARTS**

## **Reading**

### **Phonemic Awareness**

Students will...

- Recognize and produce rhyming words
- Recognize and produce beginning sounds
- Blend phonemes

### **Phonics**

Students will...

- Identify initial sounds
- Identify short vowels
- Understand and apply the alphabetic principle – that sounds in words are expressed by the letters of the alphabet\

### **Concepts of Print**

Students will...

- Understand that print conveys meaning
- Understand how print is organized and read
- Gain alphabet recognition
- Know directionality: left-to-right and top-to-bottom
- Distinguish letters, words and sentences
- Name and match uppercase and lowercase forms

### **High-Frequency Words**

Students will...

- Recognize a small number (about 18) of frequently encountered words in print automatically
- Recognize a few of the basic sight words automatically

### **Vocabulary**

Students will...

- Know the meanings of words encountered frequently in the classroom

## **Writing**

Students will...

- Be introduced to D'Nealian uppercase and lowercase letters
- Begin to practice forming lowercase letters
- Write from left-to-right and top-to-bottom
- Begin to form words phonetically

# MATH

## **Numbers and Operations**

Students will...

- Count by ones to 100
- Count by 2s, 5s and 10s to 30
- Read and write numbers 1 to 20
- Count backwards from 22
- Compare numbers 1-30 using less than and more than
- Count objects 1-30
- Understand addition and subtraction and solve problems
- Use + and - with pictures, numbers, models and words
- Create and tell addition and subtraction stories

## **Geometry**

Students will...

- Work with basic geometric shapes and patterns
- Look for patterns in surroundings
- Create pattern designs with a variety of objects
- Sort and categorize patterns

## **Measurement**

Students will...

- Recognize and know the value of a penny, nickel and dime
- Recognize a quarter
- Participate in estimation and measurement
- Tell time to the hour

## **Data and Probability**

Students will...

- Participate in data collection and graphing
- Construct, read and interpret a concrete graph
- Discuss outcomes and probability

# **SCIENCE**

## **Life Science**

Students will...

Explore what a plant and animal need to survive

Observe the growth of seeds into plants

Observe and describe seed and plant parts

## **Physical Science**

Students will...

Explore balance and motion

Explore the five senses (smell, taste, touch, sight and hearing)

## **Earth Science**

Students will...

- Explore questions about air, weather and weather safety
- Describe weather conditions (precipitation, cloud cover, wind and temperature)
- Describe daily and seasonal changes in weather
- Explore the location and shapes of objects in the day and night sky

# **SOCIAL STUDIES**

The Kindergarten Social Studies curriculum orients students to being members of a society by focusing on themselves and others as a member of a school community.

Students will...

- Study the calendar (days of the week, today, yesterday, and tomorrow, the months of the year)
- Study special events and monthly festivities

# Escuela Avencemos!

## First Grade Curriculum

3811 Cicotte Street  
Detroit, MI 48210

(313) 269-0654

[www.escuelaavencemos.org](http://www.escuelaavencemos.org)



## **LANGUAGE ARTS**

The First Grade Language Arts Curriculum incorporates:

- Reading to understand the relationship between letters and sounds through classroom discussion, reading a variety of Literature genres, in large and small reading groups
- Grammar to understand the structure of sentences: nouns, verbs, adjectives, and pronouns.
- Spelling to connect to writing, phonemic awareness of initial and final sounds, and short and long vowels.
- Vocabulary developed through rhyming and decoding strategies, analysis of word patterns, and sight words.
- Writer's workshop

## **SCIENCE**

The First Grade Science Curriculum concentrates on the concepts in the physical and earth sciences based on the Michigan Goals and Objectives.

- Life Science
- Physical Science
- Earth and Space Science

## **MATHEMATICS**

The First Grade Mathematics Curriculum is a comprehensive program that provides a solid foundation in computational and problem-solving skills based on the National and State Standards. Mathematical concepts are presented in a real-world context. The program expands on the skills taught in Kindergarten. The content strands, skills and concept:

- Numeration-
  - Identify numbers to 18
  - Place Value to 100
  - Money
- Data
- Measurement
  - Operations & Computation
- Add and Subtract Facts to 18
- Geometry
- Patterns

## **TECHNOLOGY**

The First Grade use computers in the classroom and Computer Lab. Special software, appropriate for this age group, supports the Language Arts, Science, Math and Social Studies Programs.

## **SOCIAL STUDIES**

The First Grade Social Studies Curriculum focuses on families. The text increases students' understand of their families, school, and neighborhood, and globe skills, and an increased awareness of children in other countries.

- Daily Calendar and Weather Chart
- Vocabulary
- Monthly Historical Events
- Classroom computer to enhance global knowledge

# Escuela Avencemos!

## Second Grade Curriculum

3811 Cicotte Street  
Detroit, MI 48210

(313) 269-0654

[www.escuelaavencemos.org](http://www.escuelaavencemos.org)

## **LANGUAGE ARTS**

The Second Grade Language Arts Curriculum incorporates:

- Reading to understand the relationship between letters and sounds through classroom discussions, reading a variety of Literature genres, in large and small reading groups.
- Grammar to understand the structure of sentences: nouns, verbs, adjectives, and pronouns.
- Spelling to connect to writing, phonemic awareness of initial and final sounds, and short and long vowels.
- Vocabulary developed through rhyming and decoding strategies, analysis of word patterns, and sight words.
- Writer's workshop

## **SCIENCE**

The Second Grade Science Curriculum concentrates on the concepts in the physical and earth sciences based on the Michigan Goals and Objectives.

- Life Science
- Physical Science
- Earth and Space Science

## **MATHEMATICS**

The Second Grade Mathematics Curriculum is a comprehensive program that provides a solid foundation in computational and problem-solving skills based on the National and State Standards. Mathematical concepts are presented in a real-world context. The program expands on the skills taught in prior grades. The content strands, skills and concept:

- Numeration
- Data
- Measurement
- Operations & Computation
  - Add and Subtract Facts to 18
  - Multiplication
- Fractions
- Geometry
- Patterns

## **TECHNOLOGY**

The Second Grade use computers in the classroom and Computer Lab. Special software, appropriate for this age group, supports the Language Arts, Science, Math and Social Studies Programs.

## **SOCIAL STUDIES**

The Second Grade Social Studies Curriculum focuses on communities. The text increases students' understanding:

- How People Live
- Roles in the communities
- Urban and Rural Communities
- Communities Past and Present
- Communities around the World
- Citizenship
- Holidays

# Escuela Avencemos!

## Third Grade Curriculum

3811 Cicotte Street  
Detroit, MI 48210

(313) 269-0654

[www.escuelaavencemos.org](http://www.escuelaavencemos.org)

## **LANGUAGE ARTS**

The Third Grade Language Arts Curriculum incorporates:

- Build writing skills through sentence structure to compose paragraphs, letters, and poetry, and the use of reference books and research a topic.
- Reading fluency to develop a vocabulary, understand cause and effect, time capture main idea, book reports, plays, and story frames.
- Spelling through the use of phonics, develop vocabulary, and understand frequency words.
- Writer's workshop

## **SCIENCE**

The Third Grade Science Curriculum concentrates on the concepts in the physical and earth sciences based on the Michigan Goals and Objectives.

- Life Science
- Physical Science
- Earth and Space Science

The Third Grade studies life cycles, the sun, the moon, and the Earth, forms of energy, Earth's water, plants and safety.

## **MATHEMATICS**

The Third Grade Mathematics Curriculum is a comprehensive program that provides a solid foundation in computational and problem-solving skills based on the National and State Standards. Mathematical concepts are presented in a real-world context. The program expands on the skills taught in prior grades. The content strands, skills and concept:

- Place Value to hundred thousands
- Addition and Subtraction up to 4-digit numbers
- Estimation
- Time, Money, and Graphs
- Multiplication and Division Facts
- Metric and Customary Measurement
- Fractions and Decimals
- Geometry

## **TECHNOLOGY**

The Third Grade use computers in the classroom and Computer Lab. Special software, appropriate for this age group, supports the Language Arts, Science, Math and Social Studies Programs.

## **SOCIAL STUDIES**

The Third Grade Social Studies Curriculum focuses on connecting the communities. The text increases students' understanding:

- How people and goods are moved
- Maps – Read a Time Line, Graph and Diagram
- Communities and Cities
- Farms Yesterday and Today
- Resources for our Communities



# Escuela Avencemos!

## Fourth Grade Curriculum

3811 Cicotte Street  
Detroit, MI 48210

(313) 269-0654

[www.escuelaavencemos.org](http://www.escuelaavencemos.org)

## **LANGUAGE ARTS**

The Fourth Grade Language Arts Curriculum incorporates:

- Build writing skills through the use of grammar and the writing process to develop a genre of writing.
- Reading to develop vocabulary, comprehension, predictions, summaries, and journal writing.
- Spelling develops vocabulary through the use of phonics.

## **SCIENCE**

The Fourth Grade Science Curriculum concentrates on the concepts in the physical and earth sciences based on the Michigan Goals and Objectives.

- Life Science
- Physical Science
- Earth and Space Science

The Fourth Grade Studies plants, the solar system, energy, work, machines, populations and ecosystems, the solid Earth, light and sound, and body movement and control.

## **MATHEMATICS**

The Fourth Grade Mathematics Curriculum is a comprehensive program that provides a solid foundation in computational and problem-solving skills based on the National and State Standards. Mathematical concepts are presented in a real-world context. The program expands on the skills taught in prior grades. The content strands, skills and concept:

- Place Value to hundred thousands
- Addition and Subtraction up to 4-digit numbers
- Metric and Customary Measurement
- Estimation
- Time, Money and Graphs
- Fractions and Decimals
- Multiplication and Division Facts
- Geometry

## **TECHNOLOGY**

The Fourth Grade use computers in the classroom and Computer Lab. Special software, appropriate for this age group, supports the Language Arts, Science, Math and Social Studies Programs.

## **SOCIAL STUDIES**

The Fourth Grade Social Studies Curriculum focuses on the regions in the United States and the world. The text increases the students' understanding:

- Map Skills
- Study the regions of the United States
- Learn the Geography of the regions
- Know the culture and the economy
- Compare the regions with other regions in the world

# Escuela Avencemos!

## Fifth Grade Curriculum

3811 Cicotte Street  
Detroit, MI 48210

(313) 269-0654

[www.escuelaavencemos.org](http://www.escuelaavencemos.org)

## **LANGUAGE ARTS**

The Fifth and Sixth Grade Language Arts Curriculum incorporates Grammar, Writing, and Literature.

- Develop sentences to paragraphs, essays, and longer composition
- Learn the writing process
- Read a variety of literary genres integrating with Social Studies and Science
- Spelling

## **MATHEMATICS**

The Fifth and Sixth Grade Mathematics Curriculum is a comprehensive program that provides a solid foundation in computational and problem-solving skills based on the National and State Standards. Mathematical concepts are presented in a real-world context. The program expands on the skills taught in prior grades. The content strands, skills and concept:

- Whole numbers through billions
- Compare and order whole numbers and fractions
- Addition and subtraction – estimating fractions
- Multiplication 1-, 2-, 3-digits, fractions and decimals
- Identifying factors, common factors, GCF

## **TECHNOLOGY**

The Fifth and Sixth Grade use computers in the Computer Lab. Special software applications, appropriate for this age group, support the Language Arts, Science, math, and Social Studies programs.

## **SCIENCE**

The Fifth and Sixth Grade Science Curriculum concentrates on the concepts in the physical and earth sciences based on the Michigan Goals and Objective.

- Life Science
- Physical Science

- Earth Science

This program provides students with a solid foundation in life science, Earth science, and physical science fundamentals. Students will develop skills that they can use both in science as well as other courses.

## **SOCIAL STUDIES**

The Fifth and Sixth Grade Social Studies Curriculum focuses on five periods in the history of the world from ancient times to the 21<sup>st</sup> century. The focus is on the continents of the world.

- Compare similarities and differences
- Use knowledge of facts and concepts from history to inform decision-making
- Analyze examples of conflict and cooperation among groups, societies, and nations

# Escuela Avencemos!

## Art Curriculum

3811 Cicotte Street  
Detroit, MI 48210

(313) 269-0654

[www.escuelaavencemos.org](http://www.escuelaavencemos.org)

## **ART CURRICULUM**

All classes are presented so that children of different skills and experiences can succeed.

Classes progressively build on previous lessons.

All classes stress individual imagination.

Classes develop hand and eye coordination.

Classes stimulate problem solving, creative thinking, and artistic expression.

All classes are designed to help the child relate to their real world (the world they live in now and their future)...

Students work using a variety of mediums, including the following:

- Collage
- Rubbings
- Sculptures
- Painting
- Clay
- Drawing
- Weaving
- Papier-mache



# **MUSIC PROGRAM**

## General Goals for Elementary and Middle School Students:

1. To give students a background in traditional songs from American culture, as well as traditional songs from other cultures.
2. To expose students to classical music and to contemporary classical music and arts, such as the Beatles and West Side Story.
3. To teach students to read music.
4. To teach all students a musical instrument, and how to recognize the sound.
5. To teach vocal music.
6. Exposure to music history and major composers.
7. To teach students how to dance, jazz, country, rock n roll, salsa, waltz, folk.

## Goals for Kindergarten Students:

1. Incorporate movement with music.
2. Teach vocal music.
3. Recognition of the different sounds made by musical instruments.
4. Exposure to classical works, such as Peter and the Wolf and Carnival of Animals.
5. To make music with percussion instruments.
6. To develop rhythm with dance movement.

## **PHYSICAL EDUCATION PROGRAM**

The physical education program is an integral part of the total educational process of the students. In our highly technological society in which automation, stress and inactivity are prevalent, the need for physical fitness is a must to maintain healthy living. Our physical education program provides students with the opportunity to enhance physical well-being and to acquire knowledge, skills and positive attitudes which can be utilized through-out life.

Our program consists of four major components:

- 1. Motor skill developments:** too many times, children develop at an early age body-related deformations which could have been corrected with a consistent and regular therapy of motor skills necessary to function normally and effectively in a variety of challenges.
- 2. Physical fitness:** it ensures healthy living and great prevention program against cardiovascular diseases.
- 3. Cognitive skills:** possessing the knowledge and strategies to effectively and efficiently apply this information in everyday life, leisure and emergency situations.
- 4. Affective skills:** developing positive skills and values toward each other:
  - Develop positive self concept
  - Develop respect for others

### **Program Features for Grades 1-3:**

#### **1. Motor skill development:**

- Body velocity training
- Basic locomotion skills (running, jumping, etc.)
- Object control skills (kicking, throwing, catching, etc.)
- Body management balance (balance and space awareness)
- Corrective skills (walking, running, lifting heavy objects, etc.)

#### **2. Introduction of team activities:**

Team activities will allow our students, not only to enjoy themselves in fun team sports, but also to learn to have an understanding of rules and regulation, to learn to respect both sides of team members.

It's important to mention that at this stage of our program, emphasis is only put on team spirit. We believe that skill development for any given sport should come later.

## **Program Features for Grades 4-8:**

### **1. Motor skill enhancement:**

We would like to believe that at this stage our students have overcome any motor skill impediment; therefore, it's time for them to be prepared for skill in certain games they will indulge themselves in real life situations. They will be physically prepared before every sport they will play during our team activity physical education sequences.

### **Sports drills & play calling development:**

This part of our program emphasizes talent development. Through drills students will learn how to set up play calls in basketball, soccer, hockey, etc. They will also have a total understand of the rules and regulations of all the game we will be playing.

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

**Escuela Avancemos!  
Job Description  
CEO**

**Position: CEO (Full-Time)**

**Employed By:** Employee Leasing Company (To be determined)

**Reports to:** Escuela Avancemos! Board of Directors

**Contract:** Calendar Year, 12 Months

**Cost Objective:** General Fund School Administration (required position)

**Job Summary:**

The CEO is responsible for providing instructional, operational, and administrative leadership. He/she will organize, supervise, and evaluate development of curriculum, Academy programs, staff and student achievement, while overseeing the day-to-day operations of the Academy.

**Description of Duties**

**COMMUNICATION**

- Act as the liaison between the Board of Directors and the Academy
- Attend all Board of Directors meetings
- Market the Academy and its philosophy to the community
- Work closely with the Board to ensure compliance
- Give presentations at various Academy functions
- Hold meetings with staff to ensure the overall smooth operation of the Academy.
- Review press releases and bear the responsibility of communicating with the media/press
- Oversee written communications in the Academy to ensure accuracy, professionalism, and appropriateness

**OPERATIONS**

- Oversee budget and operate expenses within the set budget
- Oversee planning for Open Houses, Parent Teacher Conferences, and other meetings with new or current parents
- Ensure compliance with the terms of the agreement between the Academy and the Board of Directors
- Ensure compliance with all state, federal, and charter law requirements
- Oversee the overall operations of the Academy, including cafeteria, buildings and grounds
- Tour the Academy facilities with various interested visitors

**STUDENT ADMISSIONS AND RECORDS**

- Review incoming student applicants' records
- Oversee the administration of placement testing
- Keep abreast of numbers of students at each grade level to ensure compliance with the Charter Contract
- Meet with new parents and explain Academy philosophy
- Ensure the integrity and security of student records
- Oversee student records and make sure records are current and updated regularly

## **FACULTY / ACADEMIC PROGRAM**

- Interview and be involved in the hiring process of Teachers and all Academy specialists- submit final recommendations to the Board of Directors for approval
- Organize and conduct orientation workshops with all Teachers at the beginning and at the end of the school year
- Organize and run workshop and in-service days through the school year
- Review curriculum each term
- Observe classes on an on-going basis
- Set master schedule in the summer and submit it to the Board of Directors
- Approve revision and final exam week
- Oversee and assist in plan for proctoring of all tests
- Check on testing to make sure things run smoothly
- Hold weekly meeting with the staff
- Review individual class scores weekly and follow up
- Keep track of students' progress, and behavior
- Hold meetings to review individual student's special needs and plan strategies to improve performance
- Have conference with individual Teachers as needed
- Oversee and assist in placing students in classes
- Look into state competitions, contests and other programs in which our students can participate
- Review all final exams at the end of each term and evaluate results
- Review sample standardized tests and set up an informal practice session for students
- Plan Recognition Assembly and publish list of awards
- Meet with individual students and/or parents as needed
- Monitor entire atmosphere and appearance of the Academy, including facilities
- Review report cards and check with IT Manager for problems

## **OFFICE OPERATIONS**

- Keep informed of any interaction between parents and office staff
- Address any special needs
- Oversee Academy mailings and all other types of written communications with parents
- Meet weekly with Office Manager and check with him/her daily or as needed
- Ensure the smooth and efficient operation of the Academy office
- Make sure procedures are followed
- Make sure internal calendar is up-to-date
- Make sure licensing requirements are fulfilled

## **BUSINESS OFFICE**

- Ensure the integrity and security of personnel records
- Consult with Board of Directors on staff issues
- Make recommendations to Board of Directors for salary proposal for new employees
- Make recommendations for promotion and salary increase' to Board of Directors prior to the upcoming school year
- Check with Personnel Manager to ensure employees' insurance, benefits and/or grievances/questions are addressed
- Meet weekly with Personnel and Finance Department
- Consult with Financial Controller and/or Accounting Assistant as needed
- Review, evaluate and approve purchase requisitions and check requests

- Review book orders and approve purchasing with the Business Manager

**Qualifications**

- Master's Degree (20 semester hours in professional education courses and administrative courses)
- Michigan Teacher Certification; Administrator's Certification preferred
- Exemplary teaching experience
- Four (4) years of administrative or comparable experience preferred
- Evidence of recent and ongoing professional development
- Verbal and written communication skills
- Evidence to support community involvement and leadership
- Criminal records clearance
- He/she shall meet continuing education requirements prescribed by rule promulgated by the State of Michigan

**Escuela Avancemos!**  
**Job Description**  
**Student Success Coach**

**Position:** Student Success Coach (Full or Part-time)

**Employed By:** Employee Leasing Company (To be determined)

**Reports to:** CEO

**Working Arrangement:** Academic Year

**Cost Objective:** Title I Student Support (optional position based on grant funding)

**Job Summary:**

The Student Success Coach's (SSW) role is to assist students in developing social, emotional, and coping skills necessary to function successfully in both the academic setting and society in general. The SSW will accomplish this by working with students individually or in groups and collaborating with the student's family, outside agencies, and internal staff. The SSW will also work with other staff to foster a safe school environment in which students can learn.

**Description of Duties**

- Complete assessments including student interviews, parent interviews, Teacher interviews, and classroom observations as a part of the multidisciplinary evaluation team (MET) for Emotional Impairment (EI), Autistic Spectrum Disorder (ASD), and other disabilities as appropriate
- Attend and participate in MET and Individualized Education Plan (IEP) meetings per invitation
- Provide direct service as mandated by students' IEP, to write appropriate goals based on students needs, and to document progress in notes as well as in official progress sheets at the end of each term
- Consult and provide ideas, information, and interventions to Teachers regarding behavioral, psychological, and social challenges of students
- Actively participate as a member of the Academy's child study team
- Complete observations and appropriate screenings for students suspected of having ADHD per the request of parents or the child study team
- Provide individual or group counseling to at-risk students based on need and with parental permission
- Intervene with students in crisis (suicidal students, homicidal students, grieving students, and others as appropriate)
- Assist in CPI restraints as required to maintain the safety of students and staff
- Refer students and families to local agencies for mental health or other social service needs
- Interview students suspected by Teachers or staff of having been abused or neglected for the purpose of gathering information necessary to complete the Child Protective Services call and 3200 report
- Obtain appropriate release of information forms and communicate with healthcare professionals regarding students behavioral and academic performance
- Develop and promote programs to improve peer relations and skills (i.e. per mediation, skill-building activities, tolerance activities, etc)
- Serve on appropriate committees designed to improve the overall climate of the Academy
- Participate in professional development to maintain credentials, as well as to develop increased skills surrounding current Academy student needs

**Qualifications**

- Bachelor's Degree
- Criminal records clearance
- Ability to fulfill job description duties



**Escuela Avancemos!**  
**Job Description**  
**Curriculum Coach**

**Position: Curriculum Coach (Full-time)**

**Employed By:** Employee Leasing Company (To be determined)

**Reports to:** CEO

**Working Arrangement:** Calendar Year, 12 Months

**Cost Objective:** General Fund Supervision of Staff (required position)

**Job Summary:**

The Curriculum Coach is responsible for providing instructional and administrative leadership to the Early Childhood (if applicable) and School. He/she will organize, supervise, and evaluate development of curriculum, Academy programs, staff and student achievement.

**Description of Duties**

**STAFF SUPERVISION**

- Meet and consult with CEO on an as-needed basis to ensure consistency
- Determine staffing needs
- Screen and interview prospective Teachers and make hiring recommendations to CEO
- Train Teachers in SCHOOL philosophy and methodology
- Assist in planning of Teacher workshops and in-service days
- Determine Teachers' instructional responsibilities and workloads
- Assign additional duties: test proctor, tutor for intensive English or math, Extended Day class teaching or supervision, playground supervision, English/Math lab supervision, homework room monitoring, Activity Period duty, bus duties, etc.
- Oversee Student Success: work with the Teacher assigned the duty of coordinating the daily operation of Student Success and consult with the Student Success Coach weekly
- Oversee Accelerated Reading program in School
- Meet weekly with grade level Teachers to discuss academic issues and/or student concerns
- Review grade level or subject points/objectives submitted by Teachers for weekly planning
- Support Teachers by offering instructional expertise
- Address/resolve employee concerns
- Monitor and assess Teacher performance

**ACADEMIC**

- Review pacing charts per subject, per grade level
- Review and approve grade level or subject points/objectives that support the pacing chart per week
- Determine students who need intensive classes and/or peer tutoring
- Write or approve weekly intensive exams for students in grades one through six to assess continuous academic progress in all academic disciplines
- Review exams for students in grades one through six to assess continuous academic progress in all academic disciplines
- Review final exams for the end of Terms I, II, and III in the same above subjects
- Review test results and modify instruction, if necessary
- Coordinate the administration of the Academic Monitoring System (AMS)
- Review results of AMS tests and consult with appropriate Teachers

**STUDENT/PARENT RELATIONS**

- Lead/promote an insistence on respect and responsibility on the part of all students to promote high standards in the areas of academics
- Reinforce positive student behavior and establish rapport with students
- Advise/talk to groups and whole classes to support Teachers in student management efforts or to discuss social problems or concerns
- Counsel difficult students with serious behavioral or academic problems; meet with parents, as necessary
- Discuss individual academic student concerns with parents as requested
- Determine class placement per Teacher and grade level for School students each new school year
- Recommend promotion or retention for each student at the conclusion of each school year
- Recommend required or strongly encouraged summer school participation in the spring of each school year
- Interview sixth grade candidates for Student Success Junior Prefects
- Coordinate Academic Partners - a peer tutoring program
- Organize a monthly, or per term, recognition assembly in conjunction with Accelerated Reader
- Determine School awards for Convocations- communicate with parents via updates
- Serve as liaison between the Academy and the Parent Connection on an as needed basis

## **MARKETING & ADMISSIONS**

- Review new applicant files for admissions and appropriate placement
- Meet with applicant families upon request
- Interview/evaluate individual applicants with placement concerns
- Write student recommendations for student transfers upon request
- Plan and lead Academy events as they pertain to School such as Back-to-School Night, informational sessions for current parents, and marketing events for prospective parents
- Actively participate in "promoting" and "explaining" the SCHOOL® system to staff, parents, and students and the community at large

## **Qualifications**

- Bachelor's Degree in Elementary Education (Master's Degree Preferred)
- Michigan Teacher Certification: Administrator's Certification preferred
- Exemplary teaching experience
- Two (2) years of administrative or comparable experience preferred
- Evidence of recent and ongoing professional development
- Excellent verbal and written communication skills
- Evidence to support community involvement and leadership
- Criminal records clearance

## **Escuela Avancemos!**

### **Job Description**

#### **School Teacher**

**Position: School Teacher (Full-time)**

**Employed By:** Employee Leasing Company (To be determined)

**Reports to:** Curriculum Coach

**Working Arrangement:** School Year/Academic Calendar

**Cost Objective:** General Fund Elementary or Middle School Instruction (Required position)

#### **Description of Duties**

- Implement SCHOOL® curriculum and philosophy to the classes he/she is assigned to teach
- Facilitate and communicate knowledge and strategies for learning to students
- Use the SCHOOL® method of academic prefects and point system
- Administer/proctor tests that are approved by the Academy, and correct all daily work and exams
- Monitor academic progress of entire class and individual students
- Communicate to Curriculum Coach and/or CEO regarding any and all areas of academic concern
- Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Curriculum Coach and/or CEO
- Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning
- Supervise students within the Academy setting and on Academy grounds
- Other duties as assigned by the CEO

#### **Qualifications**

- Bachelor's degree from an institution accredited by a regional accrediting association
- Michigan Teacher Certification
- Kindergarten Teachers must have appropriate endorsement or certification, if required by state
- Teaching experience preferred
- Two (2) letters of recommendation
- Satisfactory performance ratings in delivery of instruction and classroom management
- Satisfactory completion of oral and written interview
- Other duties assigned by the CEO
- Criminal records clearance

**Escuela Avancemos!**  
**Job Description**  
**Paraprofessional**

**Position: Paraprofessional**

**Employed By:** Employee Leasing Company (To be determined)

**Reports to:** Assigned Teacher

**Working Arrangement:** Academic Calendar

**Cost Objective:** Title I Compensatory Instruction (optional based on grant funding)

**Job Summary:**

The Paraprofessional is responsible for assisting the Teacher to provide a safe, stimulating, and nurturing classroom environment for all students that need assistance.

**Description of Duties**

- Help build and maintain a supportive team relationship with the classroom Teacher
- Willingness to lead classroom activities as directed by the classroom Teacher
- Assist the classroom Teacher in creating a smooth transition from one activity to another
- Assist the classroom Teacher in preparation of materials and activities for the classroom
- Contribute personal skills, talent, and experience to enhance the classroom
- Carry out appropriate and positive discipline strategies in the classroom when directed by the classroom Teacher
- Communicate effectively with the classroom Teacher, students, parents, and other IAF staff members
- Handle emergency situations confidently and calmly

**Qualifications**

- Must have experience with students
- Minimum of Associates degree or successful completion of Work Keys exam
- Criminal records clearance

**Escuela Avancemos!**  
**Job Description**  
**Office Manager**

**Position: Office Manager (Full-time)**

**Employed By:** Employee Leasing Company (To be determined)

**Reports to:** CEO

**Working Arrangement:** Calendar Year/12 Months

**Cost Objective:** General Fund – School Administration (Required position)

**Job Summary:**

The Office Manager is responsible for the overall office environment and climate. He/she will ensure that the student application process is implemented and oversee all office staff personnel such as the Health Coordinator, Registrar and Copy Personnel, and Main and Annex Receptionist.

**Description of Duties**

- Maintain inventory and ordering of all classroom and office supplies
- Maintain a library and place all employment advertisement in local newspaper
- Maintain a record of all parent/guardian forms throughout the year to ensure an updated system
- Maintain the Academy's internal and external calendar

**Qualifications**

- Must work well with the public
- Must have experience with Microsoft Word and Excel
- Satisfactory completion of oral and written interview
- Criminal records clearance

## **Escuela Avancemos!**

### **Job Description**

#### **Secretary**

**Position: Secretary (Full-time)**

**Employed by:** Employee Leasing Company (To be determined)

**Reports to:** Office Manager

**Working Arrangement:** Calendar Year/12 Months

**Cost Objective:** General Fund – School Administration (Required position)

#### **Job Summary:**

The Main Building and Annex Receptionist is responsible for the main office area. Office personnel are responsible for implementing the visitation policy and assuring an appropriate office environment that is conducive to a school system.

#### **Description of Duties**

- Maintain cleanliness in the reception area
- Answer and direct phone calls
- Assist visitors and ensure the Academy policies are implemented
- Make hallway announcements and call into classrooms using the PA system available
- Process enrollment forms and follow procedures for intake of new students
- Light secretarial duties including faxing, typing, filing, sorting, school mailings, and copying
- Keep all literature current and fully stocked
- Must always be polite and respectful to staff, students, parents, and visitors
- Act as back up for the Copy Person and School Health Coordinator
- Assist with mass mailers
- Other duties as assigned

#### **Qualifications**

- Must work well with the public
- Must have experience with Microsoft Word and Excel
- Criminal records clearance

**Escuela Avancemos!**

**Job Description**

**Registrar**

**Position: Registrar (Student Records Clerk) (Full or Part-time)**

**Employed by:** Employee Leasing Company (to be determined)

**Reports to:** Office Manager

**Working Arrangement:** Calendar Year

**Cost Objective:** General Fund Pupil Accounting (required position but may be split job function)

**Job Summary:**

The Registrar maintains students' records, oversees free/reduced lunch program, records grades, generates report cards, and supervises any office staff member that is assigned to assist in the records office.

**Description of Duties**

- Process enrollment applications
- Maintain withdrawn student files
- Copy and transfer files for withdrawn students
- Maintain SSMS
- Attend attendance, enrollment meetings, and other events
- Act as back-up for attendance entry
- Communicate all withdrawal and enrollment information to state to ensure accurate CSADM
- Complete state and district mandated reports
- Prepare various versions of class and/or student lists
- Create forms as needed
- Other duties as assigned

**Qualifications**

- Bachelor's degree
- Must work well with the public
- Must have experience with Microsoft Word and Excel
- Criminal records clearance

**Escuela Avancemos!**  
**Job Description**  
**Health Coordinator**

**Position: Health Coordinator (Full or Part-Time)**

**Employed by:** Employee Leasing Company (to be determined)

**Reports to:** Office Manager

**Working Arrangement:** Academic Calendar

**Cost Objective:** General Fund Pupil Support (required position but may be split job function)

**Job Summary:**

The Health Coordinator is responsible for the overall health and well being of the students.

**Description of Duties**

- Input student shot records into the SIRS/MCIR Program
- Make calls to parents when their children's shot records are not up to date and/ or send letters home to parents when their children's shot records are not up to date
- Send Michigan School Building Weekly Report of Communicable Diseases to the Local Health Department every Friday via the internet (contact directly if a communicable diseases is suspected or confirmed in the building)
- Make a list of students with medical conditions- hand out to employees who deal with students and mark as confidential (keep updated)
- Keep updated lists of students with medications- keep these lists in the emergency to-go box and the sub folder
- Make sure students have emergency cards on file -call parents/send home letters when cards are not on file.
- Ensure classrooms, offices, etc, are equipped with first aid kits and replenish as needed
- Schedule the Academy dentist for 2 visits per year- oversee all aspects during the days that the dentist is in the building
- Schedule vision and hearing tests (via the health department) - oversee all aspects during the days that are present in the building
- Perform lice check(s) as needed
- Work with area agencies (Old Newsboys, Lions Club, Lens Grafters, etc.) to help families receive assistance
- Educate families on available free health care for their children that are uninsured
- Familiarize families with MI Child & Healthy Kids
- Assist in organization of the Health Fair
- House and organize donated uniforms for students that may need them for various reasons
- Talk with students that seem to have poor hygiene about proper hygiene methods- supply them with hygienic products if necessary
- Daily duties include filling ice trays, making ice packs, checking email/planner/and calendar, recheck medication sheets to ensure that they were filled out, check phone messages, disinfect office, change pillow case and wash down the cot, lock cabinet, fridge, and door, etc.
- Help out at the front desk when help is needed or when the position needs to be covered

**Qualifications**

- Associates Degree
- Some medical background
- Required training includes: PI/CPR, First Aid, Medication Admin. for unlicensed School Personnel (available thru GISD), AEP, and MCIR/SIRS (available online)
- Criminal records clearance





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 and chief business officials shall be certified and complete continuing education requirements as described in MCL 380.1246.

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

## SCHEDULE 7-4

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

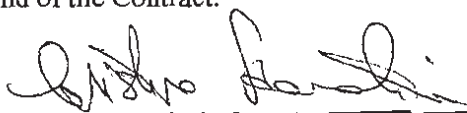
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

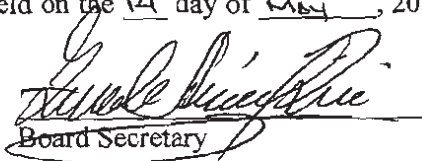
Date: 5/14/12



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Escuela Nueva Board of Directors at a properly noticed open meeting held on the 14 day of May, 2012, at which a quorum was present.



Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## **SCHEDULE 7-5**

### **ESCUELA AVANCEMOS!**

#### **ADMISSIONS POLICIES AND CRITERIA**

##### **Enrollment Limits**

Escuela Avencemos will offer Kindergarten during the first year of operation. Escuela Avancemos may add additional grades in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions. The maximum enrollment during year one will be 125 students. Escuela Avencemos will annually adopt maximum enrollment figures prior to its application and enrollment period.

##### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. The Academy may provide a preference to children of Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

### **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the University Charter School's Office.

### **Legal Notice or Advertisement**

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement must be forwarded to the University Charter School's Office.
- At minimum, the legal notice or advertisement must include:
  1. The process and/or location(s) for requesting and submitting applications.
  2. The beginning date and the ending date of the application period.
  3. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designated to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

**SCHEDULE 7-6  
SCHOOL CALENDAR  
AND  
SCHOOL DAY SCHEDULE**

The school day provides for 6 ½ hours of instruction each day (32 ½ hours/1950 minutes per week) exclusive of lunch and recess time. This schedule ensures that students receive a minimum of 1170 hours of instruction in each academic year. This exceeds the state requirement in order to advance student achievement.

The school day will be from 8:00 a.m. until 3:30 p.m. Monday through Friday of each week, with any exceptions as noted in the School calendar.

As each student's mastery of English Language Arts, Spanish Language Arts and mathematics are considered foundational to all other core and special subject areas; the school schedule allows for a greater amount of instructional time to be spent in each of these three core curricular areas.



# Escuela Avancemos

## 2012-2013



August 2012						
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	

September 2012						
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						

October 2012						
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			

Date	Event or Holiday
29-Aug	First Day of School/Primer día de clases
3-Sep	Labor Day/Día del trabajo
22-Nov	Thanksgiving/Día de acción de gracias
24-Dec	Christmas Eve/Noche Buena
25-Dec	Christmas Day/Navidad
1-Jan	New Year's Day/Año nuevo
21-Jan	ML King Day/Día de Martin L. King
27-May	Memorial Day/Día conmemorativo
4-Jul	Independence Day/Día de la independencia
11-Jul	Last Day of School/Ultimo día de clases

November 2012						
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	

December 2012						
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					

January 2013						
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		

	Report Cards/ Calificaciones
	PTC & Progress Report/ Juntas de padres/maestros e informes de progreso
	Staff PD/Student Holiday/ DP de maestros/no hay clases para alumnos
	Student/Staff Holiday/ No hay clases para alumnos ni personal
	First/last day of school/ Primer y último día de clases
	Record Day/ Día de registros

February 2013						
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		

March 2013						
Su	M	Tu	W	Th	F	Sa
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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						

April 2013						
Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Fridays are early dismissal: 1:30

Los viernes las clases acaban a la 1:30

May 2013						
Su	M	Tu	W	Th	F	Sa
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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 2013						
Su	M	Tu	W	Th	F	Sa
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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						

July 2013						
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			

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

**SCHEDULE 7-7**

**Age/Grade Range of Pupils Enrolled.**

Escuela Avencemos is authorized to operate Kindergarten through Eighth grade(s). In the initial year, the academy will enroll children in Kindergarten only. The age range of children enrolled in year one will be four-years-old and six-years-old. Escuela Avencemos may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

**SCHEDULE 7-8**

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

## **SCHEDULE 7-8**

### **ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT LEASE/DEED**

#### **FACILITIES**

Escuela Avancemos academy plans to enter into a lease/purchase agreement with Detroit Public Schools (DPS) for the facility currently operating as Logan Elementary School at 3811 Cicotte Street, Detroit, MI 48210 in southwest Detroit. Logan Elementary School is a 50,000 square foot facility built in 1925. The two-story brick structure includes 28 classrooms, library, auditorium, gymnasium, cafeteria, boys/girls and staff restrooms on both floors, office facilities, on site parking and a playground area. There is no need to add any specialized spaces to the school as its current layout and design will meet the needs of Escuela Avancemos!. The school sits on a 2.2 acre site and is located off Michigan Avenue, west of Livernois Avenue. We have capped class size at 25 students per classroom and therefore maximum building capacity will be 725 students.

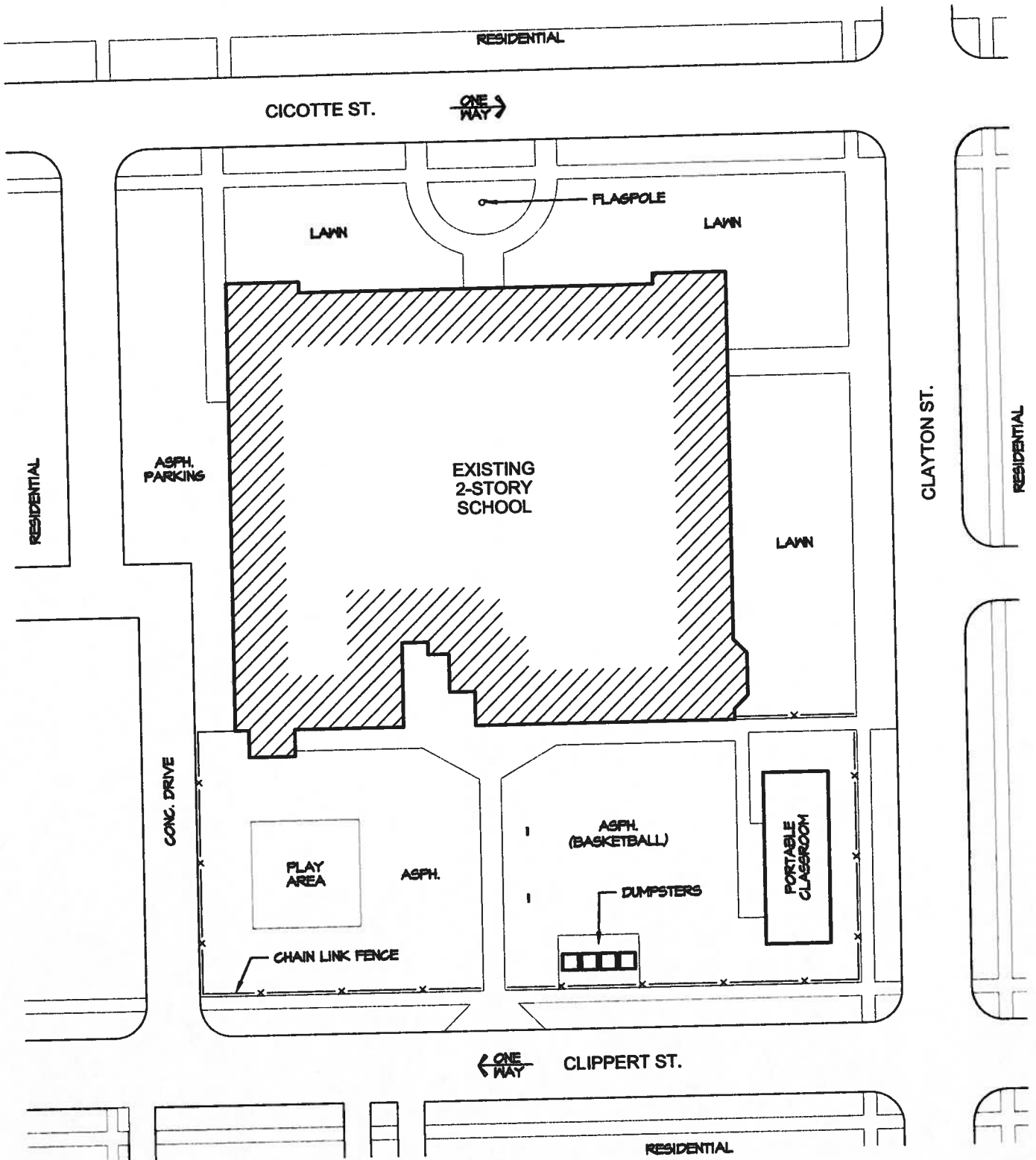
#### **LEASE INFORMATION**

DPS has indicated they are willing to enter into a lease agreement for the facility at 3911 Cicotte Street. Logan Elementary will be closed as of June 2012 and Escuela Avancemos! will then assume possession. The school is in good condition and will require minimal capital improvements and repairs based on School Safety inspections performed by the State of Michigan Bureau of Construction Codes and Bureau of Fire Services at the School Safety Inspection Site Visit.

The school has been completely wired for Internet access. In addition, plant mechanical system upgrades include: new hot water heater, boiler maintenance, roof repairs, new windows and door hardware throughout the building, new drinking fountains, and new kitchen warming and refrigeration units. Both the interior and exterior of the facility have been well maintained.

Current Life Safety Code requirements identified by the Bureau of Fire Services in the School Safety Inspection require the addition of emergency lighting system, new fire alarm system, the addition of fire rated doors on storage rooms and new emergency exit signage to meet current NFPA Code requirements. The current Fire Alarm System was installed by National Time and Signal. National Time and Signal has visited the site and is in the process of proposing the necessary upgrades to the Fire Alarm System to meet current Code requirements.

The founders plan to hold facilities costs to 10% of the operating budget to maintain solvency. Founding team members have numerous relationships with banks and lending institutions to procure capital for required renovations. Given the information we currently have, we are confident that the safety upgrades that will be required can be completed well in advance of the arrival of our students in September of 2012.




TRUE NORTH

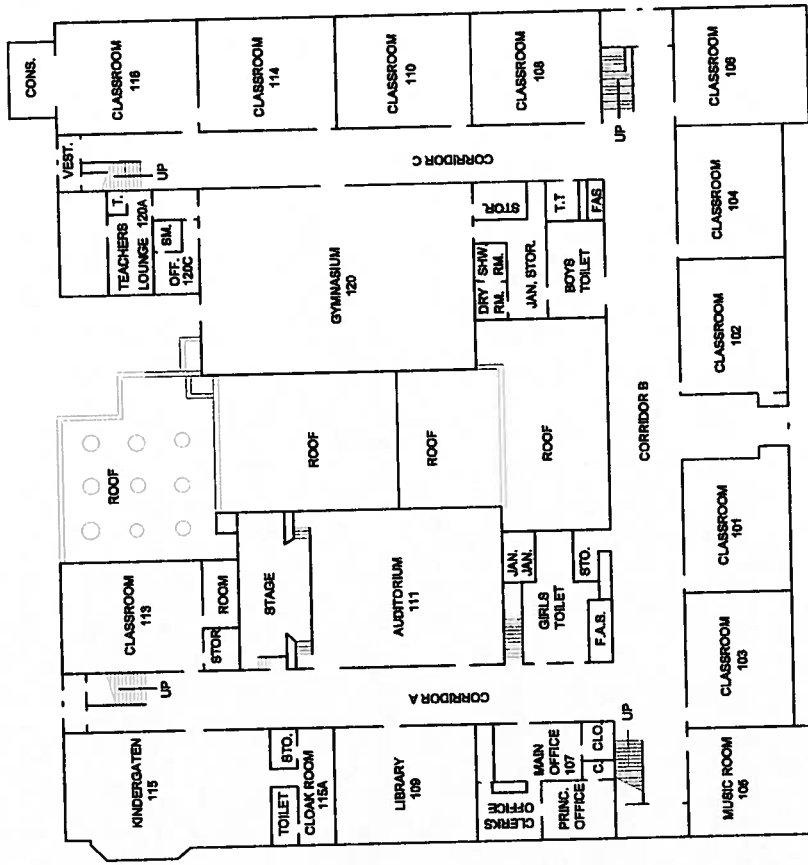


**EXISTING SITE PLAN**

SCALE: 1" = 50'-0"

F:\2011\351027 Experiencia Charter School - SWDetroit\Logan Elementary\CAD files\351027 P-1.dwg Fri, 12 Aug 2011 - 10:27am

 <p><b>Wilkie &amp; Zanley, Architects</b>          4242 Biddle Avenue • Wyandotte, Michigan • 48192 • 734.285.1824          wz@wilkie-zanley.com Fax: 734.285.2833</p>	<p><b>LOGAN ELEMENTARY</b>          Detroit, Michigan</p>	<p>project no: <b>351027</b></p>
		<p>sheet no: <b>P-1</b></p>



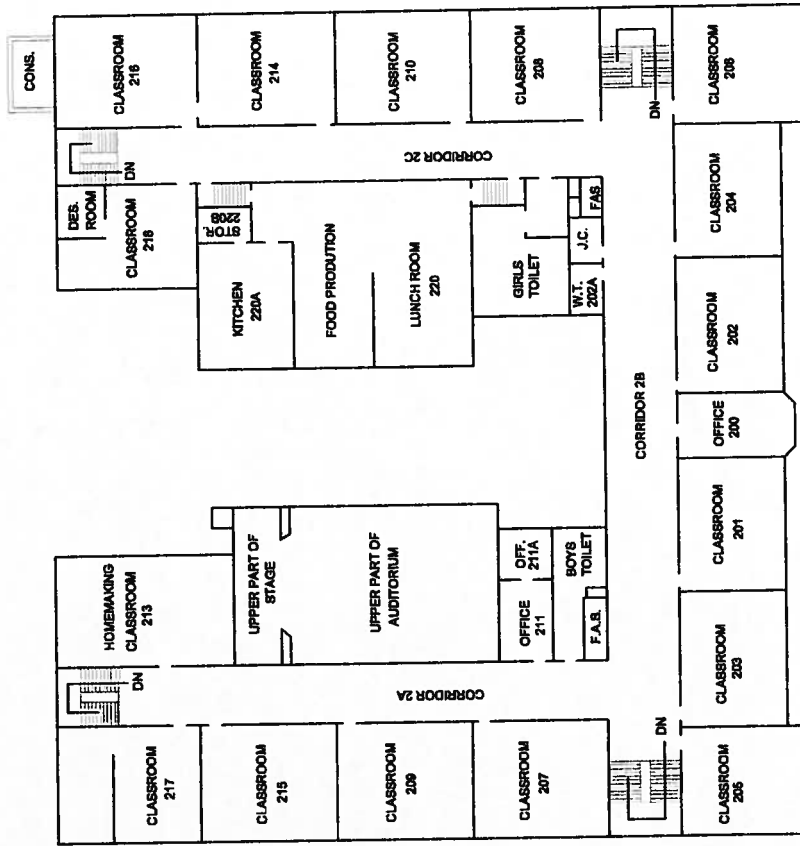
FIRST FLOOR



School Code: 218

# Logan Elementary





**SECOND FLOOR**



School Code: 218

# Logan Elementary

ESCUELA AVANCEMOS LETTERHEAD

June 11, 2012

VIA E-MAIL AND U.S. MAIL

Ms. Tammy Deane  
Real Estate Manager  
Detroit Public Schools  
Building C  
1601 Farnsworth  
Detroit, MI 48211

**Re: Proposed Logan Elementary Lease**

Dear Ms. Deane:

As you are aware, Escuela Avancemos is currently in negotiations with Detroit Public Schools regarding a proposed lease for the Logan Elementary property located at 3811 Cicotte Street in the City of Detroit, County of Wayne, and the State of Michigan (the "Premises"). Escuela Avancemos is ready to submit the proposed lease for the Premises to its authorizer, Grand Valley State University, for approval.

Accordingly, we ask that Detroit Public Schools hereby consent to the following:

1. In light of the funds and managerial time expended by Escuela Avancemos and its authorizer reviewing the proposed lease, Detroit Public Schools agrees not to negotiate with any other party with a view to leasing or selling the Premises after the execution of this letter unless (a) the lease contemplated hereby, in a form satisfactory to Detroit Public Schools, is not executed by August 31, 2012 or (b) Escuela Avancemos sooner advises Detroit Public Schools that it will not proceed with the proposed lease.
2. The final lease may be executed by either (a) Escuela Avancemos or (b) an entity to be formed, or to be named later that will, immediately after executing the Lease, enter into a sublease with Escuela Avancemos on identical terms to the Lease. If an entity other than Escuela Avancemos is named as the Tenant on the Lease, the Lease shall provide that such entity may freely sublease to Escuela Avancemos, and may freely assign its rights under the Lease, including the option to purchase, to Escuela Avancemos. The Lease shall also provide that Escuela Avancemos, as a subtenant, may further sublease all or a portion of this Lease to any validly-existing entity that will provide Pre-Kindergarten and/or tutoring

Tammy Deane  
June 11, 2012  
Page 2

services on the Premises upon notice to Landlord, but without Landlord's prior approval.

Please indicate your agreement to the foregoing terms by signing and returning a copy of this letter to the undersigned.

Very truly yours,

Tenant:  
**Escuela Avancemos**

By: \_\_\_\_\_  
Name: Ana Ulloa  
Its: CEO

Accepted and Agreed this \_\_\_\_ day of June, 2012

Landlord:  
**Detroit Public School District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

AU:au  
Enclosure