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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**

**TIMBERLAND CHARTER ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**TIMBERLAND CHARTER ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2022**

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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 Timberland Charter Academy (the “Academy”), to be effective July 1, 2022, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

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

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

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

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



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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III**

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

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

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

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

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

## **ARTICLE IV**

### **PURPOSE**

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

## **ARTICLE V**

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

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

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

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

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

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

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

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



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

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

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

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

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

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 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 (K-8) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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



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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

## ARTICLE XII

### GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Timberland Charter Academy  
Attn: Board President  
2574 McLaughlin Road  
Muskegon, MI 49442

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2022, and shall remain in full force and effect for five (5) years until June 30, 2027, unless sooner revoked or terminated according to the terms hereof.

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

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


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

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

**[INTENTIONALLY LEFT BLANK]**

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

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

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

TIMBERLAND CHARTER ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**





CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2022:

Reauthorization of 6a Charter Contract – Timberland Charter Academy,  
Muskegon (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 7, 1997, initially authorized the issuance of a contract to charter Timberland Charter Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meetings on June 21, 2002, April 27, 2012, and February 8, 2019; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2022, and ending June 30, 2027;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a five (5) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 4<sup>th</sup> day of May 2022.

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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 8, 2019:

Reauthorization of 6a Charter Contract – Timberland Charter Academy,  
Muskegon (3 years)


WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 7, 1997, initially authorized the issuance of a contract to charter Timberland Charter Academy (the "Academy"); and authorized the reissuance of a contract to charter the Academy at its meeting on June 21, 2002, and again on April 27, 2012; and

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

WHEREAS, the University President's designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a three (3) year term beginning July 1, 2019, and ending June 30, 2022;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 15th day of February 2019.

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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 27, 2012:

Reauthorization of 6a Charter Contract – Timberland Charter Academy,  
Muskegon (7 year)

The following resolution is proposed:

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 7, 1997, authorized the issuance of a contract to charter a public school academy to Timberland Charter Academy (the "Academy") with an effective date of July 24, 1997; and

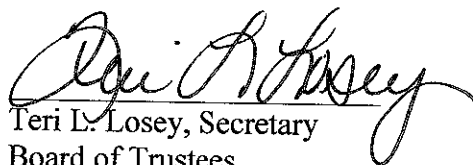
WHEREAS, the University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

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

WHEREAS, the University President's designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2012 and ending June 30, 2019;

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

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

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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON JUNE 25, 2004:

Method of Selection Resolution

On motion by Mrs. Dalman and second by Mrs. Taylor, the following  
resolution was adopted unanimously:

**PUBLIC SCHOOL ACADEMY BOARD OF DIRECTORS:  
METHOD OF SELECTION AND APPOINTMENT**

WHEREAS, MCL 380.503(4) of the Revised School Code ("Code")  
provides that "an authorizing body shall adopt a resolution establishing  
the method of selection, length of term, and number of members of the  
board of directors of each public school academy subject to its  
jurisdiction," and

WHEREAS, the Board of Trustees of Grand Valley State University  
desires to amend the resolution outlining the method of selection, length of  
term, number of members and other pertinent matters related to  
appointments and service of the directors of the boards of its authorized  
public school academies, and

WHEREAS, the Board of Trustees has determined that a change in the  
method of selection process is in the best interest of the University and  
that such changes be incorporated into new and existing contracts effective  
July 1, 2004,

NOW, THEREFORE, BE IT RESOLVED:

The following method of selection of Academy Board members applies to  
all public school academies authorized by the Board of Trustees:

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:

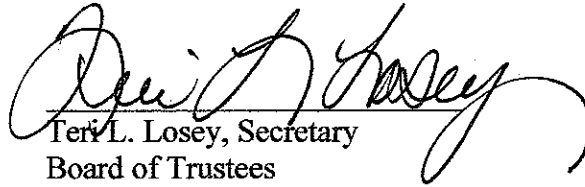
# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

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)

The Director is authorized to present this resolution to all public school academies authorized by the Board of Trustees. By contract or upon approval by an Academy Board, the Director is authorized to take action to implement the necessary contract amendments.

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 12<sup>th</sup> day of July, 2004.

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





**GRAND VALLEY  
STATE UNIVERSITY**

1 CAMPUS DRIVE • ALLENDALE, MICHIGAN 49401-9403

**CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON JUNE 21, 2002:**

02-3-15      (15)    Charter Schools Report

**Timberland Charter Academy (formerly Cardinal Charter Academy)**

On motion by Mrs. Holton and second by Mr. Aronoff, the following resolution was adopted unanimously:

**WHEREAS**, the Board of Trustees of Grand Valley State University at its meeting on February 7, 1997, authorized the issuance of a contract to charter a public school academy to Timberland Charter Academy (the "Academy"). On July 24, 1997, the contract was executed.

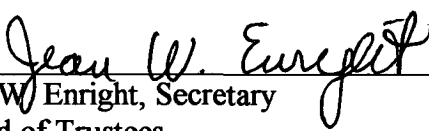
**NOW, THEREFORE, BE IT RESOLVED:**

1. The initial Board of Directors of Timberland Charter Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on July 24, 2002.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of Timberland Charter Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of Timberland Charter Academy, as set forth below, has requested the reissuance of a contract to charter as a public school academy with either a fixed seven (7) year term limit or a one (1) year term limit that renews automatically:

Jerry A. Collins	3 year term expires June 2002
Patrick S. Jordan	3 year term expires May 2003
Paula R. Recknagel	3 year term expires May 2005
James P. Wickstra	3 year term expires May 2003

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to Timberland Charter Academy with either a fixed seven (7) year term limit or a one (1) year term limit that renews automatically.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to Timberland Charter Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy either for a fixed seven (7) year term or a one (1) year term that renews automatically, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 8<sup>th</sup> day of July, 2002.

  
\_\_\_\_\_  
Jean W. Enright, Secretary  
Board of Trustees  
Grand Valley State University





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

**CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF CONTROL OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 7, 1997**

97-1-19 (2) Cardinal Charter Academy

On motion by Mr. Hubbard and second by Mr. Stewart, the following resolution was adopted unanimously:

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 Control, the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies:

AND WHEREAS, Act No. 362 of the Public Acts of 1993 has been ruled unconstitutional by a Michigan Circuit Court and the Michigan Court of Appeals and it is expected that leave to appeal will be requested of the Michigan Supreme Court;

AND WHEREAS, the Michigan Legislature enacted Act No. 416 of the Public Acts of 1994 as temporary legislation to improve the public elementary and secondary schools of this state by authorizing the establishment of public school academies as part of the state's public school system;

AND WHEREAS, according to this legislation, the Grand Valley State University Board of Control, 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 Michigan Legislature has mandated that public school academies organized under Act No. 416 of the Public Acts of 1994 achieve certain specific educational purposes;

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

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

1. The Cardinal Charter Academy application submitted under Section 512 of 1994 PA 416 meets the University Board's requirements and the requirements of applicable law and is therefore approved.
2. The University Board approves the application and its support documents, including the articles of incorporation, as presented at the meeting.
3. The University Board has established the method of selection, length of term and number of members of the board of directors of Cardinal Charter Academy and hereby adopts the following:

- (a) Method of Selection. The members of the Board of Directors of Cardinal Charter Academy shall be selected by the following method:

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

- (b) Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the first members of the Board of Directors, 1/3 shall serve a term of three years, 1/3 shall serve a term of two years and the remainder shall serve a term of one year.
    - (c) Number of Directors. The initial number of members of the Board of Directors Cardinal Charter Academy shall be five. The number of directors shall never be fewer than five (5) or more than nine (9), as determined from time to time by the University Board.

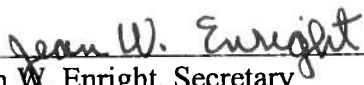
- (d) Qualifications of Members. The members of the Board of Directors of Cardinal Charter Academy must include (i) parent or guardian of a child attending the school; and (ii) one professional educator. The members of the Board of Directors of Cardinal Charter Academy shall not include (i) employees of Cardinal Charter Academy; (ii) Grand Valley State University officials or employees, as representatives of Grand Valley State University; and (iii) members appointed or controlled by another profit or nonprofit corporation.
- (e) Oath. All members of the Board of Directors of Cardinal Charter Academy must file an acceptable oath of office with the University. All members of the Board of Directors of Cardinal Charter Academy shall take an oath of office.
- (f) Removal of Members. Any member of the Board of Directors may be removed with cause by a two-thirds (2/3) vote of the University Board.
- (g) Initial Members of the Board of Directors. The University Board appoints the following persons to serve as the initial members of the Board of Directors of Cardinal Charter Academy:

Jim Wickstra	3 year term
Jerry A. Collins	2 year term
Tara Vette	2 year term
Jeff Vanderstelt	1 year term
Bob DeWeese	1 year term

- 4. The University Board approves the issuing of a contract to charter a public school academy to Cardinal Charter Academy and authorizes Judith S. Hooker, Chair of the Board of Control, to execute a contract to charter a public school academy and related documents between Cardinal Charter Academy, (a public school academy), and Grand Valley State University Board of Control (authorizing body) on or after February 7, 1997, provided that, before execution of the Contract, the President or designee affirms that all terms of the Contract have been agreed upon and Cardinal Charter Academy is able to comply with all the terms and conditions of the Contract.

The Cardinal Charter Academy shall be organized as a Michigan nonprofit corporation under Sections 502 and 512a(2) of the School Code.

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 19<sup>th</sup> day of February 1997.

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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
Date Received  JUN 20 2019	AC1  <div>TranInfo:1 23730023-1 06/18/19 Chk#: 7903 Amt: \$20.00 ID: MCNEIL &amp; ASSOC PC</div> <div>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</div>
Name Douglas J. McNeil	<div>FILED</div> <div>JUL 09 2019</div> <div>ADMINISTRATOR CORPORATIONS DIVISION</div> <div>EFFECTIVE DATE:</div>
Address 250 Washington Avenue	
City Grand Haven State Michigan Zip Code 49417	

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**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act 162, Public Acts of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is: Timberland Charter Academy
2. The identification number assigned by the Bureau is: 800834706
3. All former names of the corporation are: Cardinal Charter Academy
4. The date of the filing of the original Articles of Incorporation was: 06/04/1997

The following Restated Articles of Incorporation supersede the Restated Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

**ARTICLE I**

The name of the corporation is: Timberland Charter Academy

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



## ARTICLE II

The purposes for which the corporation is organized are:

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

## ARTICLE III

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

Real Property: none

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

Personal Property: none

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

## ARTICLE IV

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

Douglas J. McNeil

2. The address of the registered office is:

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

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

3850 Broadmoor Avenue, SE, STE 201, Grand Rapids      , Michigan 49512  
(Street Address)      (City)      (ZIP Code)

## ARTICLE V

The name and address of the incorporator is as follows:

Name	Residence or Business Address
<u>Douglas J. McNeil</u>	<u>250 Washington Avenue, Grand Haven, MI 49417</u>

## ARTICLE VI

The corporation is a governmental entity.

## ARTICLE VII

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

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

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

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the

proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII**

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

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

## **ARTICLE IX**

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

## **ARTICLE X**

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

## **ARTICLE XI**

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

## **ARTICLE XII**

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

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

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

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

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

### **ARTICLE XIII**

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

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

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

### **ARTICLE XIV**

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

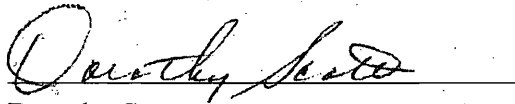
### **ARTICLE XV**

The Restated Articles of Incorporation shall become effective upon filing.

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

The undersigned hereby certifies that these Restated Articles of Incorporation were adopted by the unanimous consent of all the Directors of the Academy Board, at a properly noticed public meeting at which a quorum of the Directors was present on the 12<sup>th</sup> day of June 2019.

Signed this 12<sup>th</sup> day of June 2019.

A handwritten signature in cursive script, appearing to read "Dorothy Scott", is written over a horizontal line.

Dorothy Scott

Academy Board President



## **SCHEDULE 3**

## **BYLAWS**

**CONTRACT SCHEDULE 3**

**RESTATED BYLAWS**

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**RESTATED BYLAWS  
OF  
TIMBERLAND CHARTER ACADEMY**

**ARTICLE I  
NAME**

This organization shall be called Timberland Charter Academy (The "Academy" or the "corporation").

**ARTICLE II  
FORM OF ACADEMY**

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

**ARTICLE III  
OFFICES**

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

Section 2. Registered Office. The registered office of the Academy shall be 250 Washington Avenue, Grand Haven, Michigan 49417. The registered agent is Douglas J. McNeil. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV  
BOARD OF DIRECTORS**

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code ("Code"). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Restated Bylaws, the Contract and Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan



Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

## **ARTICLE V MEETINGS**

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

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

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

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

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

## **ARTICLE VI COMMITTEES**

Section 1.     Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As

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

## **ARTICLE VII OFFICERS OF THE BOARD**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX INDEMNIFICATION**

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

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

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

## **ARTICLE XI SEAL**

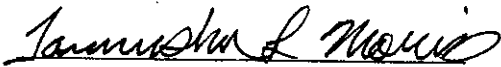
The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

## **ARTICLE XII AMENDMENTS**

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

## **CERTIFICATION**

The Board certifies that these Restated Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 12<sup>th</sup> day of June 2019.



Tammisha Morris  
Academy Board Secretary

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

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

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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



"State" means the State of Michigan.

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

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

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

## ARTICLE III

### STATE DUTIES

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

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

## ARTICLE IV

### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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


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

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

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

Acknowledgment of Receipt

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

BY:   
\_\_\_\_\_  
David Boyne, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: May 5, 2022

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence**  
**Master Calendar of Reporting Requirements**  
**July 1, 2022 – June 30, 2023**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2022-2023 School Calendar/School Day Schedule.	CSO
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2021-2022.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2021-2022.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2021-2022.	CSO
July 1	Budgeted Enrollment Number for 2022-2023.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2021-2022 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2022-2023. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2022-2023.	CSO
August 3	Board Designated Legal Counsel for 2022-2023.	CSO
August 3	School Safety Liaison for 2022-2023.	CSO
August 16	Special Education Procedures (new schools only or if updated)	CSO
August 30	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 7	GVSU Check Directions (Where do we send checks for the 2022-2023 year?).	CSO
September 7	Updated Waitlist Number for 2022-2023.	CSO
September 7	Board approved Student Handbook 2022-2023.	CSO
September 7	Board adopted Employee Handbook 2022-2023.	CSO
September 7	Copy of School Improvement Plan covering 2022-2023 academic year.	CSO
September 7	School Contacts Update Certification.	CSO
September 19	Hylant Insurance Policy Submission.	CSO
October 5	Schedule 6 Certification	CSO
October 5	Staff Roster (GVSU Format).	CSO
October 5	Annual Nonprofit Corporation Information Update for 2022.	CSO
October 5	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information- <b>new schools only</b> . (fix epicenter for new schools only)	CSO
October 12	Unaudited Count Day Submission.	CSO
October 12	Criminal History Record Registration- New Schools.	CSO
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2022 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	
November 1	Audited Financial Statements for fiscal year ending June 30, 2022. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2022, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
November 1	Annual A-133 Single Audit for year ending June 30, 2022, is required if over \$750K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
November 1	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 16	Transparency Page Update Certification.	CSO
January 13	Staff Roster (GVSU Format).	CSO
January 13	School Contacts Update Certification.	CSO
January 13	Statewide Safety Information Policy	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check <a href="http://mischool.net">mischool.net</a> for the updated templates, or find them in the Epicenter Task.	CSO
February 8	Unaudited Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 28	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2023-2024. Must include board approved offered seat schedule.	CSO
May 15	Offered Seat Schedule per Grade	CSO
June 1	Certificate of Boiler Inspection covering 2023-2024.	CSO
June 6	NWEA Counts for next academic year	CSO
June 14	Waitlist for 2023-2024.	CSO
June 14	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
June 14	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2023-2024.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 14	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024.	CSO
June 27	2022-2023 Log of emergency drills, including date, time and results. See Epicenter Task for template.	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2023, independent financial audit.	CSO
June 27	Food service license expiring in 2024.	CSO
June 27	Points of Pride for Annual Report	CSO
June 27	School Description for Annual Report	CSO
June 27	Scholarship Dollars awarded to graduating seniors (High Schools Only)	CSO
June 27	Total number of graduates (High Schools Only)	CSO

### Ongoing Reporting Requirements July 1, 2022 – June 30, 2023

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2021-2022 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO



DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
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, 2022 – June 30, 2023

*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 or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval or revision). <b>Harassment of Students Policy</b> (date of approval or revision) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval or revision). Reference: MCL 380.1306	CSO

<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval or revision). 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> (date of approval or revision). Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval or revision). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval or revision).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO
<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval or revision). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
<b>Corporal Punishment Policy</b> (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
<b>Anti-Bullying Policy (Matt's Safe School Law)</b> (date of approval or revision). Reference: MCL 380.1310b	CSO
<b>Cardiac Emergency Response Plan</b> (date of approval or revision). Reference: MCL 29.19	CSO
<b>Emergency Operations Plan</b> (date of approval or revision). Reference: MCL 380.1308	CSO
<b>Data Breach Response Plan</b> (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

### **Calendar of Additional Reporting Requirements and Critical Dates July 1, 2021 – June 30, 2023**

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
August	4094 Transportation Report from 2020-21.	CEPI (online)
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
Sept.	*Special Education Findings – Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required. Corrective Action	Catamaran
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	<b>Special Education Count on MI-CIS.</b> Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran (online)
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings – May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review and completion of corrective actions as required.	Catamaran
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)

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

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

**SCHEDULE 6**

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

## **SCHEDULE 6**

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

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

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

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

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

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

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

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

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) by and between National Heritage Academies, Inc., a Michigan corporation (“**NHA**”), and Timberland Charter Academy, a body corporate and public school academy (the “**School**”) is effective the 1st day of July, 2022 (the “**Effective Date**”). For purposes of this Agreement, NHA and the School shall be referred to collectively as the “**Parties**.”

### RECITALS

WHEREAS, the School’s Charter Contract was renewed by Grand Valley State University Board of Trustees (the “**Authorizer**”) to operate a public school academy pursuant to the Michigan Revised School Code (the “**Code**”); and

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

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

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

### ARTICLE I

#### CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with NHA for the continued provision of certain educational, business administration, facility, and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the “**Services**”).

B. Charter Contract. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter Contract and the School’s Charter Application (collectively, the “**Charter**”); (ii) not be construed to interfere with the constitutional, statutory, contractual, or fiduciary duties of the School’s Board of Directors (the “**Board**”); and (iii) not be construed so as to prohibit the Board from acting as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act. NHA agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School’s obligations under the Charter issued by the Authorizer. The provisions of the School’s Charter shall supersede any competing or conflicting provisions contained in this Agreement.



C. Independent Contractor. NHA shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of NHA. Consistent with the status of an independent contractor, NHA reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with applicable law and the Charter. NHA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the “CAO”) under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* (the “**Budgeting and Accounting Act**”). No officer, director, employee or agent of NHA shall be designated as the CAO of the School. Notwithstanding any other provision of the Agreement to the contrary, the Board resolution shall designate NHA’s chief financial officer, or such other NHA officer or employee as is mutually agreed upon by NHA and the Board, as the designated agent of the CAO to assist the CAO with the performance of the CAO’s duties under the Budgeting and Accounting Act.

2. NHA, including its directors, officers, and employees are hereby designated as “School Officials” of the School having a legitimate educational interest such that they are entitled to access educational records under the Family Educational Right and Privacy Act, and its implementing regulations, 20 U.S.C. §1232g *et seq.* (FERPA); 34 CFR § 99.31(a)(1)(i)(B).

3. To the extent permitted by applicable law, NHA, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

E. Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the Code, NHA shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a School Student’s education records.

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

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

## ARTICLE II

### TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the revocation, termination or expiration of the Charter currently in effect (the “**Term**”). The Term shall not exceed the length of the Charter. The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the School and NHA submit an amended or restated Agreement for review by the Authorizer. The first school year of this Agreement shall commence July 1, 2022 and continue to June 30, 2023, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

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

2. By the School. The School may terminate this Agreement prior to the end of the Term if NHA fails to remedy a material breach of this Agreement within (30) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) NHA’s failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) NHA’s failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from NHA or an independent education consultant retained by the Board regarding the Services or the School’s performance, provided the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, termination, revocation, or non-renewal of the Charter; (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (vi) any action or inaction by NHA that places the Charter in jeopardy of termination, suspension or revocation.

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

4. Revocation or Termination of Charter. If the School’s Charter issued by the Authorizer is suspended, revoked or terminated, or a new Charter is not issued to the School after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the School’s Charter is suspended, revoked, terminated or expires without further action of the parties.



5. Amendment Caused By School Site Closure or Reconstitution. In the event that the School is required (i) to close a School site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.6 of the Contract Terms and Conditions, and such closure of a School site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the School site closure or reconstitution, with no cost or penalty to the School, and NHA shall have no recourse against the School or the Authorizer for implementing such site closure or reconstitution.

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

C. Effect of Termination. With the exception of Article II(B)(5) above, upon the effective date of termination or expiration of this Agreement:

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

2. The School shall pay or reimburse NHA through the Fee (as defined below) for the prepaid portion of any expenses or liabilities incurred by NHA pursuant to the Budget as of the date of such termination or expiration, provided NHA supplies the School with documentation of all such expenses and liabilities;

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

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

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

## ARTICLE III

### OBLIGATIONS OF NHA

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

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

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

D. Services to Students with Disabilities. NHA welcomes students with disabilities at the School. NHA shall provide special education and related services, in conformity with the requirements of the Charter and applicable law, to eligible students who attend the School.

E. Educational and Administrative Services. Subject to the oversight of the Board, NHA shall implement operational practices and procedures that are consistent with the Budget, Board policy, the Charter, and applicable law. Such practices and procedures shall include, but are not limited to:

1. Student recruitment and student admissions.
2. Student assessments, including testing, promotion, and retention.
3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board.
4. Employment of personnel assigned to work at the School and management of all personnel functions, as set forth herein.



5. All aspects of the School's business administration.
6. All aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
7. Food service and transportation approved by the Board.
8. All aspects of facilities administration and maintenance.
9. Student behavior management and discipline.

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

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

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

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

J. School Records. The financial, educational, and student records pertaining to the School (collectively, the "**School Records**"), are property of the School. Except as may be prohibited or limited by the Charter or applicable law, the School Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All School Records shall be physically or electronically available at the School's physical facility upon request made by the Board or the Authorizer. NHA shall make information concerning the operation and management of the School, including without limitation the information described in Schedule 6 of the Charter, available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its obligations under Section 11.23(a) of the Charter.

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

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

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

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

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

(5) NHA, within two business days of discovery, shall report to the Board any use or disclosure of CDI not authorized by this Agreement. NHA's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what NHA has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action NHA has taken or shall take to prevent future similar unauthorized use or disclosure. NHA shall provide such other information, including a written report, as reasonably requested by the Board.

K. Facility. NHA shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to NHA and the Board. Obligations of the Board created under the terms of such lease are to be fulfilled by NHA unless otherwise agreed to in writing by NHA and the Board; provided, however, in the event an issue or dispute arises under the terms of the lease or related to the facility, the Board retains the right and authority to deal directly with the owner of the facility to resolve the issue or dispute. The facility shall comply with the requirements of the Charter and applicable law. NHA shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

L. Legal Compliance. NHA will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, if any, and the Educational Program in accordance with the Charter and applicable law, including without



limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality and access to records.

M. Board Policies/NHA Practices and Procedures. NHA will recommend to the Board reasonable rules, regulations, policies and/or procedures applicable to the School. NHA will develop and administer practices and procedures consistent with Board policies, and make such practices and procedures available to the Board upon request.

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

## ARTICLE IV

### OBLIGATIONS OF THE BOARD

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

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

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

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

E. Office Space. The Board shall provide NHA with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to NHA.

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

## ARTICLE V

### INTELLECTUAL PROPERTY

#### A. Definitions.

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

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

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term; (iii) are both directly developed and paid for by the School; or (iv) were developed by NHA at the direction of the Board with School funds dedicated for the specific purpose of developing such curriculum or materials, provided such materials do not reference the NHA Materials (as defined below), or incorporate any Confidential Information of NHA (collectively, the “**School Materials**”). The School Materials shall include all intellectual property rights associated therewith.

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



Educational Materials and teaching techniques used by the School are subject to disclosure under the Code and the Freedom of Information Act.

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

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

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

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

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

## ARTICLE VI

### SOLICITATION AND USE OF PRIVATE FUNDS

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

## ARTICLE VII

### FINANCIAL ARRANGEMENTS

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

1. Funding for public school students enrolled at the School.
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.
7. Grants and donations received by the School to support or carry out programs at the School (except to the extent NHA is not required or involved in soliciting,



administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).

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

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

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

C. Review and Approval of Budget. The Board shall be responsible for reviewing, revising, and approving the Budget in accordance with the Charter and applicable law. At the request of either NHA or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

D. Board Spending Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, NHA shall allocate to an account controlled by the Board an amount equal to the lesser of: (i) 2% of state per pupil aid reflected in the Budget for that respective school year, or (ii) \$35,000 (the “**Board Spending Account**”). The aforesaid amount shall be deposited by NHA into the Board Spending Account pro-rata during the course of the School’s school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carry over annually. Items purchased by NHA for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by NHA with the Fee (as defined below). NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of or on behalf of the School with funds from the Board Spending Account. NHA, in making such purchases for the School pursuant to this subsection, shall comply with applicable law, including section 1274 of the Code, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases. NHA shall maintain a listing of all assets owned by the School and shall provide the list to the Board annually upon request.

E. Fee. NHA shall receive all Revenues as its services fee (the “**Fee**”), from which it shall pay all operating costs of the School as detailed in the Budget. NHA and the Board acknowledge that operating costs includes an administrative fee payable to the Authorizer as set

forth in the Charter. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. NHA shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by NHA in operation and/or management of the School during the School's fiscal year. NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of or on behalf of the School.

F. No Loans. NHA shall not make or extend loans to the Board.

G. Other Schools. The School acknowledges that NHA has entered into similar services agreements with other schools. NHA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by NHA, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If NHA incurs expenses that are for both the benefit of the School and other schools assisted by NHA, then NHA shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by NHA. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program and shall not include any costs for the marketing and development of NHA.

H. Financial Reporting. NHA shall provide the Board with:

1. At least annually, the Budget as required by this Agreement.
2. Monthly, financial statements no more than forty-five (45) days in arrears and at least one week prior to each Board meeting. These financial statements will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.
3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.

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



J. Accounting Standards; Annual Audit.

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

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

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

K. Contributions; Repayment NHA shall make contributions to the School in the event School expenses for the Services exceed Revenues (the "**Contributions**"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget. Unless otherwise agreed to in writing, the School shall not be legally obligated to repay NHA for the Contributions. NHA's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal grants or sub-grants which the School, as a public school, may be eligible to receive.

## **ARTICLE VIII**

### **PERSONNEL & TRAINING**

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

B. School Administrator. The School administrator (the “**Administrator**”) shall be an employee of NHA and not the Board. The duties and terms of the Administrator’s employment shall be determined by NHA. The Administrator shall work with NHA in the operation and management of the School. The Administrator shall attend meetings of the Board and shall provide reports to the Board. The accountability of NHA to the School is an essential foundation of this Agreement. NHA shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, NHA shall consult with the Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall commence at least ninety (90) days prior to NHA placing and/or removing the Administrator. NHA shall give due consideration to the input of the Board or the Board’s designated representative prior to making a final decision regarding placement and/or removal of the Administrator. NHA shall remove the Administrator if the Board is reasonably dissatisfied with the Administrator’s performance. Absent compelling circumstances, however, the Board shall give NHA and the Administrator six (6) months to correct the basis for the Board’s reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within NHA. Notwithstanding any of the foregoing, the placement of the initial Administrator for the School in its first year of operation shall be made by NHA.

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

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

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

E. Training. NHA shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by



applicable law. Non-instructional personnel shall receive training as NHA determines reasonable and necessary under the circumstances.

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

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

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

## ARTICLE IX

### INDEMNIFICATION

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

B. Indemnification of Authorizer. The parties acknowledge and agree that 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 Charter Application, the University Board’s consideration of or issuance of a Charter, the School’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 School or NHA, or which arise out of the failure of the School to perform its obligations under the Charter issued to the School by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

## **ARTICLE X**

### **INSURANCE**

A. Insurance Coverage. NHA and the school shall maintain such policies of insurance as required by the Charter, the Authorizer's insurance carrier recommendations, and applicable law. NHA's insurance is separate from and in addition to the insurance the School Board is required to obtain under the Charter. Each party shall, upon request, present evidence to the other and the authorizer that it maintains the requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer's insurance carrier recommends any change in coverage, each party agrees to comply with any change in the type and amount of coverage as requested by the Authorizer's insurance carrier within thirty (30) days after notice of the insurance coverage change is provided to NHA and the School. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable. NHA's cost of procuring insurance coverage is a corporate cost to be paid by NHA.

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

## **ARTICLE XI**

### **REPRESENTATIONS & WARRANTIES**

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

B. NHA. NHA represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of Michigan; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no



pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting NHA, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

## ARTICLE XII

### MISCELLANEOUS

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

B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exist as provided in the Article governing termination.

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

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

The School:

Timberland Charter Academy  
Attn: President, Board of Directors  
2574 McLaughlin Avenue  
Muskegon, Michigan 49442  
Telephone: (231) 767-9700  
Facsimile: (231) 767-9710

WITH A COPY TO:

Saunders, Winter, McNeil  
Attn: Douglas McNeil  
250 Washington Ave  
Grand Haven, MI 49417  
Telephone: (616) 847-1000

NHA:

National Heritage Academies, Inc.  
Attn: Chief Financial Officer  
3850 Broadmoor, S.E. Ste. 201  
Grand Rapids, Michigan 49512  
Telephone: (616) 222-1700  
Facsimile: (616) 222-1701

WITH A COPY TO:

National Heritage Academies, Inc.  
Attn: Legal & Compliance Dept.  
3850 Broadmoor Ave. S.E., Ste. 201  
Grand Rapids, Michigan, 40512  
Telephone: (616) 222-1700

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

**NHA:**

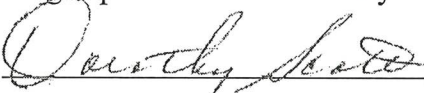
National Heritage Academies, Inc.,  
a Michigan corporation

By: \_\_\_\_\_  
Robert Owen

Its: Chief Financial Officer

**SCHOOL:**

Timberland Charter Academy,  
a Michigan public school academy

By: \_\_\_\_\_  
Dorothy Sato

Its: Board President

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

## SCHEDULE 7-1

### EDUCATIONAL GOALS

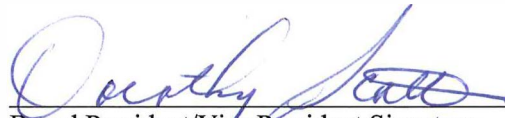
#### Academic Achievement

As measured by the state assessment, the school's percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready as reported by the Michigan Department of Education will meet or exceed the select peer schools' mean reported percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically, socioeconomically, programmatically, and geographically similar to the school.

#### Academic Growth

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

Date: 6/9/2022

  
Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the ~~Timberland~~ Board of Directors at a properly noticed open meeting held on the 08 day of June, 2022, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**



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

Please see separate file for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

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

**Position Title:** Academic Specialist  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an academic specialist to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. With our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- Believe that all children can and will learn at high levels.
- Supports, supplements and extends classroom teaching, and works collaboratively to implement a quality intervention program that is research-based and meets the needs of at-risk students.
- Uses specialized knowledge of assessment and diagnosis for developing, implementing, and evaluating academic interventions for individual students.
- Assess the strengths and needs of students and provide that information to classroom teachers, parents, and specialized personnel such as psychologists, special educators, or speech teachers in order to provide effective instruction.
- Acts as a resource to other educators, parents, and the community.
- Reviews test scores and diagnostic assessments to help determine eligibility for intervention services.
- Monitors student progress for the purpose of providing feedback on a regular basis to students, teachers, parents, and determining intervention effectiveness so modifications can be made to student plans as appropriate.
- Groups and schedules students according to student needs.
- Provides instruction to individual or small groups of students using research-based best practices for intervention instruction of core content subjects.
- Manages student behavior for the purpose of providing a safe and an optimal learning environment.
- Manages allotted learning time to maximize student achievement.
- Completes necessary paperwork (including student plans and logging services) accurately and completely as required by the law and school.
- Collects, analyzes and prepares data for the purpose of interpretation and reporting.

**QUALIFICATIONS:**

- Experience teaching in a K-8 school-based role.
- Proven track record of closing reading and/or math skill gaps for students who are significantly below grade level.
- Master's Degree in Education with a focus in reading and/or mathematics education preferred along with appropriate licensure/certification.
- Knowledge of researched based best practices and experience with successful implementation of those strategies with at-risk students.

- Valid Teaching license/certificate with appropriate endorsements.
- Must meet federal No Child Left Behind requirements for Highly Qualified as defined by the State Department of Education.
- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents and community.
- Speak clearly and concisely in written and oral communication.
- Add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and to create and interpret graphs.
- Apply mathematical concepts to practical situations.
- Solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Apply knowledge of current research and theory to instructional program; ability to plan and implement lessons based on school objectives and the needs and abilities of students.
- Establish and maintain effective relationships with students, peers and parents; skill in oral and written communication.
- Perform duties with awareness of all National Heritage Academies (NHA) requirements and School Board policies.
- Use technology for instructional purposes and to teach current technology skills and the use of technology tools for grade level.
- Apply knowledge about legal issues to the work setting.

#### **SUPERVISORY RESPONSIBILITIES:**

- None.

#### **PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

#### **WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Achievement and Behavior Support Specialist  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an achievement and behavior support specialist to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- Provide direct services to facilitate full participation in the academic program.
- Develop individualized behavior and academic plans for identified students.
- Collaborate with classroom teachers and reading specialists to create and execute intervention plans.
- Implement the responsible thinking process with fidelity to allow students to proactively make college-bound choices – daily encouragers, community builders, and progress monitors.

**QUALIFICATIONS:**

- Minimum of high school diploma and 2 years of experience working with children with behavior or an Associate Degree.
- Decisive leadership skills and school culture development skills is preferred.
- Experience managing student behavior and assisting educators with behavior management is preferred.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is regularly required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

**WORK ENVIRONMENT:**

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



*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** At Risk Teacher  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an at-risk teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- Provide instructional support and assessment for students who are below grade level.
- Create, manage, and participate in a variety of learning environments and activities in the core content areas.
- Collaborate with classroom teachers, other interventionists, and parents.
- Additional duties as assigned.

**QUALIFICATIONS:**

- Must hold a valid teacher license in K-8th grade for the state in which you are applying.
- Candidates with experience working with at-risk students – preferred, if applicable to the school.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Bus Liaison  
**Reports To:** Principal  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a Bus Liaison to one of our NHA partner schools.

**DUTIES AND RESPONSIBILITIES:**

- Provide supervision to students, K-8th grade, in the lunchroom and on the playground, monitor behavior, and advise students to follow safe practices in all situations.

**QUALIFICATIONS:**

- Experience supervising children ages 5 to 17.
- Experience organizing recreation activities.

**SUPERVISORY RESPONSIBILITIES:**

- None - does not supervise employees.
- Oversees before and after school supervision of students including coordination of Bus Monitors and Before and After School Bus Aides.

**PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is often required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderate, but can be loud at times.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Dean  
**Reports To:** Principal  
**Date Reviewed:** Feb 15, 2022

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**SUMMARY:**

At National Heritage Academies (NHA), the Dean is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. The Dean’s goal is to ensure high quality learning for every student in every classroom every day by growing teacher skill, capacity, and effectiveness and creating effective collaboration between teachers. Properly executed, the leadership of the Dean improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The Dean role is pivotal in realizing these school and organizational goals.

**DUTIES AND RESPONSIBILITIES:**

- Develop, support, and maintain a safe, engaging culture focused on student learning.
- Master and model all aspects of the Classroom Framework of Instructional Practice.
- Build relationships with and among teachers and invest in the professional success of all staff members.
- Coach teachers towards instructional mastery and provide ongoing, differentiated support based on teacher skill, experience, and needs, using the Classroom Framework as the blueprint.
- Manage and hold teachers accountable to college readiness through teacher development (e.g., observations, full lesson observations, goal setting, O3s, coaching).
- Routinely analyze student, class, and wing data to drive instruction, student growth, and professional development to ensure that all student needs are met.
- Promote, model, and reinforce all NHA and school procedures (e.g., School-wide Behavioral System, Behave with Care, Moral Focus).
- Manage parent relationships.
- Participate in recruitment and on-boarding efforts for direct reports.
- Administer annual evaluations.
- Lead wing PLC meetings using data and state standards.
- Oversee summer school learning program and provide tutor services (not required, available with additional pay based on grant resources and funding).
- Occasional travel required.
- Additional duties as assigned.

**QUALIFICATIONS:**

- College diploma (BA or equivalent) or higher in Education or related field.
- School Administrator Licensure in states where this is required.
- Bachelor’s degree and a minimum of 3-5 years experience in teaching as well as previous school leadership experience as an Instructional Coach, Assistant Principal, interim dean, content leader, new teacher mentor etc.
- A valid administrator license (if required for the state in which you are applying).
- Experience working with at-risk students – strongly preferred.
- Strong written and verbal skills.

- Self-motivated, with the ability to see complex projects through from start to finish.
- Highly developed interpersonal skills.

#### **SUPERVISORY RESPONSIBILITIES:**

- Directly supervise a group of teachers and support staff.
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Interviewing, hiring and training employees.
- Planning, assigning and directing work.
- Appraising performance, rewarding and disciplining employees.
- Addressing complaints and resolving problems.

#### **PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds (i.e. boxes of supplies).
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- The employee is required to hear from a distance and to identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **WORK ENVIRONMENT:**

- While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** English Language Learners (ELL) Teacher  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an English language learners teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- NHA provides instructional support services to students who are identified as eligible for language support services by assessments and eligibility criteria set by the school.
- Additional duties as assigned.

**QUALIFICATIONS:**

- Must hold a valid teacher license in the applicable grade level for the state in which you are applying.
- TESOL certification or NS endorsement (English as a Second Language endorsement) is preferred.
- Self-guided and decisive educators who exhibit cultural awareness and creativity.
- Experience with ELL students is strongly preferred.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

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**Position Title:** Instructional Coach  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a special education teacher at one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. With our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- Offer coaching through weekly classroom observations and one-on-one meetings to a team of teachers.
- Provide frequent feedback and evaluations that help educators grow and excel in the classroom.
- Other duties assigned.

**QUALIFICATIONS:**

- Must hold a valid teacher license or meet alternative requirements in the state you are applying.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Library Technology Specialist (K-8)  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a library technology specialist to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- The individual will provide the leadership and expertise needed to ensure that the library and technology programs are an integral part of the instructional program.

**QUALIFICATIONS:**

- Must hold a valid teacher license in the subject and/or grade level for the state in which you are applying.
- Knowledge and experience in library sciences and literacy education for K-12 is preferred.
- Candidates with experience working with at-risk students is preferred, if applicable to the school.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 50 pounds (i.e. AV/VCR Carts, boxes of supplies).
- The employee must occasionally climb ladders or crawl under / behind desks to troubleshoot equipment.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- The employee is required to hear from a distance and to identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

- While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions.



- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Office Administrator  
**Reports To:** Principal  
**Date Reviewed:** Feb 21, 2018

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**SUMMARY:**

The Office Administrator is accountable for customer service and efficient front office operation, including management of attendance, health and safety compliance, and support of the principal.

**DUTIES AND RESPONSIBILITIES:**

- Maintain and update bookkeeping at the school and be accountable for the accounting process, including Purchase orders, check requests, employee expense reports, tuition assistance, budget worksheets, and weekly bank deposits. Collect and deposit lunch funds.
- Oversee receptionist responsibilities of the school and support an office environment that is professional, customer service oriented and supportive to visitors, parents, and students.
- Answer phones, direct questions and inquiries, and distribute mail.
- Ensure that security procedures are strictly followed by effectively manage the visitor management system or parent sign-in system.
- Accurate use of facilities work order system.
- Inventory management for grant-funded assets.
- Health and Safety Compliance, including maintenance of the following documents: Processing of insurance claims.
- Distribute medication/attend to incidental needs of students.
- Student uniform management.
- Order and maintain supplies as needed for office and school staff.
- Complete purchase requisitions for supplies, books, and materials.
- Complete correspondence, memoranda, and reports for the school Principal, as well as maintain calendar and appointments for school leadership.
- Minimal travel required.

**QUALIFICATIONS:**

- Possess an Associate Degree and/or 2-4 years' experience in Office or School-related administrative position.
- Proficient with Microsoft Office products.
- Respond to common inquiries or complaints from parents.
- Communicate and work effectively with Students, Parents, Principal and Teachers.
- Strong verbal and written communication skills.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.

- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

- While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Paraprofessional  
**Reports To:** Dean  
**Date Reviewed:** Aug 1, 2021

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**SUMMARY:**

Under the supervision of a classroom teacher, paraprofessionals provide instructional assistance to students in need of academic intervention services. The services provided should lead to a significant growth in student test results.

**DUTIES AND RESPONSIBILITIES:**

- Prepare daily lesson plans for students under the direction of immediate supervisor and/or classroom teacher.
- Provide individual and small group instruction.
- Provide instructional assistance for students during workshop as directed by the classroom teacher and designated instructional leader.
- Participate in weekly planning sessions with classroom teachers and immediate supervisor
- Complete daily logs.
- Attend articulation meetings with classroom teachers.
- Attend professional development activities as required.
- Be available for afternoon and evening parent-teacher conferences.
- Exemplary attendance and tardiness record.
- Other duties may be assigned from time to time.

**QUALIFICATIONS:**

- Associate's Degree or higher.
- Completed at 60 credit hours of higher education as defined by the institution or higher education (MI only).
- Pass the ParaPro assessment (ACT WorkKeys, MTTC basic skills or ETS exam
- No certificates or licenses needed.
- Read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents and community.
- Speak clearly and concisely in written and oral communication.
- Add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and to draw and interpret graphs.
- Work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.
- Apply mathematical concepts to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Deal with a variety of abstract and concrete variables in situations where only limited standardization exists.

- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

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

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Principal  
**Reports To:** Director of School Quality  
**Date Reviewed:** Jan 1, 2019

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**SUMMARY:**

At National Heritage Academies (NHA), the Principal is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. Properly executed, the leadership of the Principal improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The Principal role is pivotal in realizing these school and organizational goals.

**DUTIES AND RESPONSIBILITIES:**

- Establish a foundation of an authentic relational community of staff, students and parents, collaboratively adopting a cultural identity based on a clear mission and vision of high achievement and college readiness for students.
- Ensure implementation of rigorous curricula and assessments tied to both state and college readiness standards.
- Ensure implementation of high-quality, effective instructional planning, classroom instructional strategies and administration of assessments of student learning to drive increases in student achievement.
- Monitor multiple forms of student level data to assess and improve the quality and impact of school-wide intervention program.
- Recruit, hire, assign and retain effective staff.
- Increase teacher effectiveness through professional learning structures.
- Oversee completion of rigorous evaluations of instructional staff for continuous improvement and accountability to results.
- Train, develop and support a high-performing leadership team.
- Identify school-wide priorities, set ambitious student learning goals and implement an aligned school improvement plan.
- Organize school time to support all student learning and staff development priorities.
- Allocate resources to align with the strategic plan.
- Demonstrate self-awareness, reflection, ongoing learning and resiliency in the service of school-wide continuous improvement.
- Constructively manage change with the ultimate goal of improving student achievement.
- Occasional travel required.
- Additional duties as assigned.

**QUALIFICATIONS:**

- College diploma (BA or equivalent) or higher in Education or related field.
- School Administrator Licensure/Certificate in states where this is required.
- Minimum of 3 years principal experience working with a K-8/K-12 diverse student population.
- Demonstrate achievements in student proficiency and growth that can be linked to his/her leadership (principal) and intervention.
- Strong written and verbal skills.

- Self-motivated, with the ability to see complex projects through from start to finish.
- Highly developed interpersonal skills.

#### **SUPERVISORY RESPONSIBILITIES:**

- Directly supervise a group of employees, not to exceed 15 employees. This group includes Deans, Front Office Staff and may in some circumstances include support staff.
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Interviewing, hiring and training employees.
- Planning, assigning and directing work.
- Appraising performance, rewarding and disciplining employees.
- Addressing complaints and resolving problems.

#### **PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds (i.e. boxes of supplies).
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- The employee is required to hear from a distance and to identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **WORK ENVIRONMENT:**

- While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Recess Aide  
**Reports To:** Principal  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a recess aide to one of our NHA partner schools.

**DUTIES AND RESPONSIBILITIES:**

- Provide supervision to students, K-8th grade, in the lunchroom and on the playground. Monitor behavior and advise students on safe practices in all situations.

**QUALIFICATIONS:**

- Prior experience supervising children ages 5 to 17 and organizing recreation activities.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is often required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderate, but can be loud at times.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*



**Position Title:** Registrar - Enrollment/Scheduling  
**Reports To:** Principal  
**Date Reviewed:** Feb 21, 2018

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**SUMMARY:**

The Registrar is accountable for the organization and daily functioning of student enrollment management, student data information system, and compliance with People Services requirements. Because of the ongoing duties associated with the Enrollment process and the web-based Student Information System, full-time work hours must be carried throughout the entire year.

**DUTIES AND RESPONSIBILITIES:**

- Enrollment Management:
- Maintain, in accordance with state law, student permanent record files, withdrawals, student records requests and re-enrollment information.
- Ensure that the New Student Enrollment process is run in a timely, complete, and accurate manner including:
  - Application entry.
  - Follow-up/correspondence/communication.
  - Lottery preparation and execution.
  - Documentation.
  - Cumulative file updates/maintenance/security.
- Maintain required records in Student Information System to ensure compliance with state, federal, authorizer, and National Heritage Academies' standards including:
  - Attendance records for all students.
  - Current Parent/Household information.
  - Current Emergency Contact information.
  - Collection and management of required forms.
  - Management of all First Day / Count Day processes and requirements.
- Maintenance of Class Schedules in the Student Information System:
  - Enter and update master schedule.
  - Set up classes.
  - Process student class changes in a timely manner.
- People Services Compliance:
  - Forward pertinent personnel documents to People Services at National Heritage Academies Service Center, and maintain free-flowing communication with People Services and
  - Maintain a current and active list of substitute teachers, manage scheduling and the substitute management system, and reconcile the substitute hours.
  - Collect volunteer forms for all volunteers and maintain an accurate list for field trips, classroom volunteers and overnight events.
- General
  - Collect HLQ and SRQ forms, alerting school liaisons of any qualifying students.
  - Ensure all parents fill out a Free & Reduced lunch form each year.
  - MCIR and other state immunization reporting.
  - Verbal and written communication skills are critical for this role. Manage the proof reading of

communication that goes out from the school, create memos, email blasts and newsletters as part of the main office communication. Front line when families come in for tours or information and must be articulate in verbal skills both in person and on the phone.

- Occasional travel required.

#### **QUALIFICATIONS:**

- Possess an Associate's degree and/or 2-4 years experience in Office Lead or School Administrative position.
- Proficient with Microsoft Office products.
- No certificates, licenses, or registrations needed.
- Respond to common inquiries or complaints from parents.
- Communicate and work effectively with Students, Parents, Principal and Teachers.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

#### **SUPERVISORY RESPONSIBILITIES:**

- Occasionally, the Registrar may supervise parent volunteers who are working in the school office under the direction of the Principal.

#### **PHYSICAL DEMANDS:**

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

#### **WORK ENVIRONMENT:**

- While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** School Counselor  
**Reports To:** Principal  
**Date Reviewed:** Nov 20, 2021

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**SUMMARY:**

The School Counselor works with all members of the school community including students, instructional staff, and administration to deliver a program to support a student's academic career and personal development. Provides guidance and counseling students aligned to the academic program including the Moral Focus curriculum.

**DUTIES AND RESPONSIBILITIES:**

- Provide group and individual counseling sessions and classroom support to general education students, and special education students, as well as monitor the students' responses to the interventions identified.
- Deliver crisis response and intervention services to students, families and staff, when needed.
- Serve in a consultative role with designated personnel to offer prevention and intervention strategies related to learning and behavioral problems of students; and provide consultation on an on-going basis to teachers, parents, and other school personnel to resolve students' learning and behavioral problems.
- Assist in identifying needed community resources for students and makes appropriate referrals to resources to facilitate educational and behavioral interventions recommended for student success.
- Establish relationships with both students and parents and participating in all aspects of school planning including supporting students in identifying target high schools and completing.

**QUALIFICATIONS:**

- Must possess a Master's Degree as well as a valid Louisiana teaching certificate with an endorsement as a Guidance Counselor or an Ancillary Certificate as a Guidance Counselor.
- Any additional requirements as stated in SDE Bulletin 746.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- While performing the duties of this job the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the

essential functions.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** School Psychologist  
**Reports To:** Principal  
**Date Reviewed:** Jul 28, 2021

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**SUMMARY:**

The School Psychologist provides specialized psychological therapy services to eligible school students of the academy, evaluating students with learning, emotional, or behavioral issues, in addition to offering counseling and helping teachers and families create individualized education programs.

**DUTIES AND RESPONSIBILITIES:**

- Assess students for potential psychological concerns and make eligibility recommendations following the MARSE Rules and ISD/RESA guidelines, if applicable.
- Develop special education plans based on data.
- Networking with teachers and families to create Section 504 plans and Individualized Education Plans (IEPs) that help ensure success for students who have disabilities.
- Counseling students and parents while pointing them toward further resources when needed.
- Collaborating with the special education team to design and implement intervention strategies and programs.
- Analyzing and treating school children using psychoanalytic and cognitive behavioral therapy (CBT) techniques.
- Maintaining strict confidentiality regarding student health and academic records.

**QUALIFICATIONS:**

- Master's Degree.
- Requires a valid Michigan School Psychologist Certificate or a Preliminary School Psychologist Certificate.
- Demonstrated competence in all areas of focus, including child and school psychology.
- Case reporting and writing skills.
- Ability to coordinate with students, parents, and staff, individually and in groups.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.
- Knowledge of and skills in best practice instruction specific to various disabilities.
- Skills in managing and promoting positive student behavior.
- Skills and abilities in organization, time management, and record keeping.
- Read a variety of correspondences, medical records, educational records, test results, directives, requests, etc.
- Collaborate and communicate effectively with other professionals in a team setting.
- Interact positively and effectively with parents, students, staff, and administrators.
- Maintain confidentiality.
- Ability to use the special education system to write IEPs and document in the system.
- Knowledge of and ability to follow and implement the IEP process. (Desired)

- Knowledge of and skills working with At-Risk students. (Desired)

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- None.

**WORK ENVIRONMENT:**

- None.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** School Social Worker (K-12)  
**Reports To:** Dean  
**Date Reviewed:** Nov 17, 2020

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a school social worker to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- Provide group and individual counseling sessions and classroom support to special education students as mandated per student IEPs, as well as progress monitor IEP goals associated with mandated services and participate in student IEP meetings.
- Provide group and individual counseling sessions to general education students, as well as monitor the students' responses to the interventions identified.
- Develop and monitor student responses to behavior intervention plans, including providing support and consultation to general and special education teachers.
- Complete psychosocial assessments to assist in the determination of special education services.
- Conduct functional behavior assessments and communicate the results to all team members in parent-friendly language
- Complete risk assessments on students referred for school social work services.
- Establish relationships with both students and parents and participate in all aspects of school planning.
- Assist in identifying needed community resources for students and makes appropriate referrals to resources to facilitate educational and behavioral interventions recommended for student success
- Provide staff consultation on behavioral-emotional-environmental issues affecting student participation in the learning process and collaborates with school staff and other school system personnel in implementing strategies to promote student learning.
- Provide crisis intervention services.
- Maintain state-required clinical records and submits appropriate documents for statistical reports with adherence to program standards in school social work.

**QUALIFICATIONS:**

- Must have a master's degree in social work; exceptions may apply in New York and Ohio.
- Must hold a valid social work license issued in the state you are applying for.
- Knowledge of special education processes and procedures.
- Candidates with experience working with at-risk students is preferred if applicable to the school.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- None.

**WORK ENVIRONMENT:**

- None.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*



**Position Title:** Special Education Paraprofessional  
**Reports To:** Dean  
**Date Reviewed:** Nov 17, 2020

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**SUMMARY:**

A special education paraprofessional at a college preparatory charter high school assists, supports, and works closely with teachers, administrators, and other team members in providing educational benefit for students.

**DUTIES AND RESPONSIBILITIES:**

- Prepare daily lesson plans for students under the direction of immediate supervisor and/or classroom teacher.
- Provide individual and small group instruction.
- Provide instructional assistance for students during workshop as directed by the classroom teacher and designated instructional leader.
- Participate in weekly planning sessions with classroom teachers and immediate supervisor
- Complete daily logs.
- Attend articulation meetings with classroom teachers.
- Attend professional development activities as required.
- Be available for afternoon and evening parent-teacher conferences.
- Exemplary attendance and tardiness record.
- Other duties may be assigned from time to time.

**QUALIFICATIONS:**

- Associate's Degree to higher.
- Completed at 60 credit hours of higher education as defined by the institution or higher education (MI only).
- Pass the ParaPro assessment (ACT WorkKeys, MTTC basic skills or ETS exam
- No certificates or licenses needed.
- Read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents and community;
- Speak clearly and concisely in written and oral communication.
- Add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and to draw and interpret graphs.
- Work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.
- Apply mathematical concepts to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Deal with a variety of abstract and concrete variables in situations where only limited standardization exists.

- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- None.

**WORK ENVIRONMENT:**

- None.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Special Education Teacher  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a special education teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- NHA provides our students with specially designed instruction developed to meet the unique needs of each child resulting from his/her disability such as: a resource room, inclusion and/or pullout services.
- For our teachers, we provide professional development that is specific to the special education curriculum, along with data tracking tools.
- Additional duties as assigned.

**QUALIFICATIONS:**

- Must hold a valid teacher license in special education for the state in which you are applying.
- Candidates with experience working with at-risk students is preferred, if applicable to the school.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Speech Language Pathologist  
**Reports To:** Dean  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a speech language pathologist to one of our NHA partner schools.

**DUTIES AND RESPONSIBILITIES:**

- The SLP works in collaboration with the special education teacher in the formation of daily schedules, testing schedules, and annual meetings.
- The SLP also supplies the special education teacher with current speech/language student lists so he/she can maintain a master Special Education list.
- NHA provides specially designed instruction developed to meet the unique needs of each child resulting from his/her disability such as, resource room, inclusion and/or pullout services.

**QUALIFICATIONS:**

- Must hold a master's degree in speech language pathology - CCC (Certificate of Clinical Competence) from the American Speech-Language-Hearing Associate (ASHA).
- Candidates with experience working with at-risk students is preferred, if applicable to the school.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Student Family Liaison  
**Reports To:** Principal  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a student family liaison to one of our NHA partner schools.

**DUTIES AND RESPONSIBILITIES:**

- Actively promote student, parent, and community involvement within the school and the maintenance of a safe and orderly environment to ensure that each student has the best opportunity to learn.
- Implement and support school procedure.
- Collaborate with administration and teaching staff to implement and reinforce school-wide classroom management techniques.

**QUALIFICATIONS:**

- Must have associates degree with 1-2 years' experience in the child behavior or social work field or bachelor's degree.
- Ability to communicate and work effectively with parents, faculty, and students.
- Proficiency in Microsoft Office programs.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**Position Title:** Teacher  
**Reports To:** Principal  
**Date Reviewed:** Jan 3, 2021

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**SUMMARY:**

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

**DUTIES AND RESPONSIBILITIES:**

- Participate collaboratively and professionally with fellow teachers and support staff to meet the goals and individual needs of each student.
- Create, manage, and participate in a variety of professional development and orientation activities.
- Additional duties as assigned.

**QUALIFICATIONS:**

- Must hold a valid teacher license or meet alternative requirements in the state you are applying.

**SUPERVISORY RESPONSIBILITIES:**

- None.

**PHYSICAL DEMANDS:**

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:**

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

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

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

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

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

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

Date: 6/9/2022

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the TIMBERLAND Board of Directors at a properly noticed open meeting held on the 08 day of June, 2022, at which a quorum was present.

  
Board Secretary



**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

# **TIMBERLAND CHARTER ACADEMY**

## **Admission and Enrollment Policy**

Admission to the Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

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

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

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### References:

US Constitution, Fourteenth Amendment

Title IX of Education Amendments Act (20 USC 1681 et. seq.)

The Civil Rights Act of 1964

The McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2])

Rehabilitation Act of 1973 (29 USC 791 et. seq.)

Equal Educational Opportunity Act of 1974 (20 USC 1703 et. seq.)

The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.)

Michigan Constitution

MCL 37.1101 et. seq.; 37.1402; 37.2402; 380.503 et. seq; 380.504 et. seq.; 380.1146; 380.1704

National Heritage Academies Admissions and Enrollment Practices & Procedures

National Heritage Academies Homeless Child Practices & Procedures

Effective Date: March 25, 2010

## **NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (MI)**

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

### **Non-Discrimination**

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

### **Open Enrollment Period and Notice**

The “**Open Enrollment Period**” for the first year of operation will be determined prior to June 30 by the NHA Admissions Department and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

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

As part of the enrollment process, the school staff will communicate or meet with families, parents/guardians and students prior to the first day of school.

### **Application Procedures**

Interested parties may obtain applications at:

- The school’s website
- The offices of the school
- The service center of NHA at 3850 Broadmoor SE, Suite 201, Grand Rapids, MI 49512 or by calling 866-NHA-ENROLL from 8:00 a.m. to 5:00 p.m. EST.

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

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

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

Prior to the start of school, accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents/guardians reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents/guardians that if the student does not attend the first day of school or call in to request an

## **NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (MI)**

excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

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

### **Random Selection Process**

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

### **Class Size and Offered Seats**

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

### **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- Children of staff members (at least .5 FTE) or current board members
- All remaining applicants

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

## **NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (MI)**

### **Procedural Steps**

#### **Step 1: Setup**

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include, but not be limited to, the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

#### **Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades**

A neutral third-party person (as previously described) will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

#### **Step 3: Waiting List Priority**

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

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

### **Appeals**

Any parent or guardian may contest or appeal the random selection process, in writing, to the school's board of directors. Following receipt of the parent's/guardian's written appeal, a school board designee will contact the parent/guardian to discuss the nature of the concern or objection. Final decisions will be made by the school board or its designee.

## PRACTICES & PROCEDURES

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### 1. PURPOSE

To promote the educational stability of students in placed in Foster Care by working with students, their designated caregivers, and local child welfare agencies, or at the state level in compliance with Every Student Succeeds Act ("ESSA").

### 2. PRACTICE

The school will adhere to the provisions of ESSA to ensure the educational stability of all identified children in Foster Care by working with students, their designated caregivers, and local child welfare agencies to determine the educational placement that is in the best interest of the student, and by providing transportation and other services consistent with applicable state laws and regulations.

#### *Definitions*

“Foster Care” – refers to 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes.

“School of Origin” - the school the child attended when permanently housed or the school in which the child was last enrolled. When the child completes the final grade level served by the School of Origin, this definition shall include the designated receiving school at the next grade level.

“Additional Cost” – refers to the difference between between what an LEA would otherwise spend to transport a child to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin.

### 3. APPLICABILITY

This document applies to all National Heritage Academies (NHA) schools.

### 4. RESPONSIBILITY

4.1 The school The Liaison, in collaboration with the Child Welfare Agency (“CWA”), will serve as one of the primary contacts in between foster families, school staff, and district personnel.

4.2 The principal will designate a local Foster Care Liaison (“Liaison”).

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### 4.3 The Liaison will:

- Collaborate with local CWA to ensure children in Foster Care are immediately enrolled
- Document and attend the Best Interest Determination
- Facilitate the immediate transfer of records for all children in Foster Care
- Ensure that children in Foster Care have full and equal opportunities to succeed in the school;
- Ensure that children in Foster Care and their families receive eligible educational services;
- Track attendance and progress of children in Foster Care;
- Inform foster parents/ guardians and children in Foster Care of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes in accordance with state guidance and complaint procedures;
- Conduct annual training for school personnel on Title I Provisions and educational needs of children in foster care; and
- Record *myNHA* information in collaboration with office staff;

## 5. PROCEDURES

### 5.1 Identification

It is the role of the CWA to notify the school within one (1) school day of a child being placed in Foster Care. During the enrollment process, if students in Foster Care are enrolled, the Liaison will contact the appropriate CWA to ensure open communication takes place regarding the needs of the student.

### 5.2 School Selection

Children and youth in Foster Care have the right to remain at their School of Origin or to attend any school that houses students who live in the attendance area in which they are actually living. After a child exits Foster Care, if it is determined to be in the child's best interest, the child has the right to remain enrolled in, and continue receiving transportation to the School of Origin for the remainder of the academic year during which the child exits Foster Care.

Children and youth in Foster Care will remain at their School of Origin to the extent it aligns with the best interests of the child. Children and youth in Foster Care may remain at their School of Origin the entire time they are in Foster Care and until the end of any academic year in which they exit Foster Care. The same applies if they enter Foster Care between academic years.

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*Best interest of the child* is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. It must be presumed that keeping the child in the School of Origin is in the child's best interest, except when doing so is contrary to the request of the child or foster parent/guardian. Services that are required to be provided, including transportation and services under federal and other programs, shall not be considered in determining best interest. Best interest of the child considerations may include the impact of mobility on:

- Achievement
- Education
- Health
- Safety

It is the role of the CWA to form a committee for the Best Interest Determination and initiate communication to the appropriate parties. At the conclusion of the Best Interest Determination, the Liaison, in collaboration with the CWA, must provide the parent or guardian with a written explanation of the reasons for its determination and outline the right to dispute the decision.

The written explanation should include:

- A description of the action proposed or refused by the committee;
- An explanation of why the action is proposed or refused;
- The reasons why any other options were rejected;
- A description of any other factors relevant to the committee's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources;
- Appropriate timelines to ensure any relevant deadlines are not missed; and
- Contact information for the local liaison, CWA Coordinator, and a brief description of the roles.

During the Best Interest Determination, every effort will be made by the relevant parties to reach an agreement regarding the appropriate school placement for children in foster care. However, if there is disagreement the final decision will be ceded to the CWA. This is because the CWA is able to assess both the non-educational factors and other components of the child's case plan.

Once a decision is made following a disagreement the CWA, will provide a written explanation of the resolution to all involved parties, demonstrating proof that its decision is in the child's best interest.



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### 5.3 Enrollment

The school selected for enrollment must immediately enroll any children in Foster Care. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, (i.e. previous academic records, records of immunization, proof of residency, proof of guardianship, birth certificates), any unpaid school fees, lack of uniforms or clothing that conforms to the school's dress code or any factor related to the child's placement in Foster Care.

The liaison and other district personnel will coordinate the transfer of school records and contact the child's previous school to request school records within one (1) school day of receiving the requisite documents from the CWA related to the child's enrollment. Initial placement of a child whose records are not immediately available will be made based on the child's age and information gathered from the child, parent, and previous schools or teachers. If no immunization records are available, the school office will refer students to the Liaison to assist with obtaining these records from the previous school, state registries and/or community based clinics.

The liaison and other district personnel will ensure that all school records pertaining to a student transferring out of district are sent to the receiving school within ten (10) school days of the CWA's notification that a student in Foster Care is changing schools.

### 5.4 Services

The school must provide Children and youth in Foster Care services, for which they meet the relevant criteria, comparable to services offered to other students in the school, including but not limited to:

- Transportation;
- Educational services for which the student meets eligibility criteria, including special education, Title I, and related services and programs for English language learners;
- School nutrition programs;
- Vocational and technical education programs;
- Gifted and talented programs; and
- Before- and after-school programs

#### Transportation and Transportation Plans

At a foster parent or CWA's request, the school will immediately arrange and provide transportation to and from the School of Origin through an appropriate, cost-effective option. The Liaison will coordinate these arrangements with the local CWA. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes and when making the *best interest of the child* determination. The length of the commute will only be considered when making the *best interest of the child* determination regarding potential harm to the child. Transportation disputes will not result in a child in Foster Care missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention of the local CWA and state authorities following the appropriate complaint procedures as detailed in this document.

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A child in foster care needing transportation will continue to receive this service for the duration of time the child is in foster care, through the end of the academic year to ensure that the child's educational stability is maintained.

The Charter District will coordinate and collaborate with the CWA to make an appropriate transportation plan that supports the student's school stability plan and is fair to the Charter District's taxpayers, consistent with the Charter District's obligations under the federal Fostering Connections Act.

The Charter District recognizes the CWA may have access to federal funds to support the student's school stability plan, including transportation costs. Therefore, when there are additional costs incurred by the Charter District to provide transportation to the school of origin the Charter District will first seek to have the CWA agree to provide that transportation through a separate contract or by reimbursing the Charter District. The Charter District will also consider sharing the additional cost with the CWA or absorbing the full of amount of the additional cost. Until such an agreement is reached and signed, the district will continue to fund and transport the child in foster care.

### Title I

Children and youth in Foster Care are automatically eligible for Title I services. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance as necessary through the provision of additional reasonable services after other funding sources have been exhausted. The Liaison and the Title I director at the NHA Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

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

### Educational Services

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

Beginning in the 2017-2018 school year, and continuing thereafter, each NHA school's annual report card must include information on student achievement regarding State assessments, disaggregated by student status, to include students who are homeless, in foster care, and students with parents serving on active duty within the armed forces (ESEA Section 1111(h)(1)(C)(ii).

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### 5.5 Complaint and Dispute Resolution

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

#### Complaint

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

#### Role of School

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

#### Role of Liaison

- After receipt of the complaint, the Liaison, in collaboration with the local CWA, must provide a written explanation of the school placement decision and/or provided services to the Complainant and discuss the complaint with the Complainant. The Liaison, in collaboration with the CWA must provide a written proposed resolution or a plan of action to the Complainant within five (5) days of receipt of the complaint.
- If the Liaison does not resolve the dispute, the Complainant may forward it to the school principal. The Liaison must provide a written resolution to the parties within five (5) days of the discussion with the principal. The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.
- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below.

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## 1. PURPOSE

To remove barriers to the enrollment and retention in school of children and youth experiencing homelessness in compliance with the McKinney-Vento Homeless Education Assistance Act (42 U.S.C. §11301 et seq.) ("McKinney-Vento Act").

## 2. PRACTICE

The school will adhere to the provisions of the McKinney-Vento Act and applicable state requirements to ensure that all identified Homeless Children and Unaccompanied Youth enrolled in or being considered for enrollment in the district receive a free and appropriate education and meaningful opportunities to succeed in the school. This includes identified Homeless children eligible for pre-kindergarten programming.

### *Definitions*

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

- sharing the housing of other persons due to loss of housing, economic hardship or similar reason (sometimes referred to as double-up);
- living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- living in a car, park, public space, abandoned building, substandard housing, bus or train stations or similar settings;
- abandoned in hospitals;
- a migratory child who qualifies as homeless because he or she is living in circumstances described above; or
- an Unaccompanied Youth.

"School of Origin" – the public school, including a preschool or a charter school, the child attended when permanently housed or the school in which the child was last enrolled. When the child completes the final grade, level served by the School of Origin, this definition shall include the designated receiving school at the next grade level.

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

## 3. APPLICABILITY

This document applies to all National Heritage Academies (NHA) schools.

## 4. RESPONSIBILITY

- 4.1 The school principal will designate a local homeless Liaison ("Liaison"). The Liaison's name and role will be posted in the front office and updated as necessary.

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

4.3 The Liaison will ensure that:

- Homeless Children are identified by school personnel and through coordination activities with other entities and agencies;
- Ensure that Homeless Children are immediately enrolled in and have full and equal opportunities to succeed in the school;
- Ensure that Homeless Children and their families receive eligible educational services;
- Make referrals to housing, health, mental health, dental, and other services;
- Inform parents/guardians of educational and related opportunities available to their children;
- Inform Unaccompanied Youths of their status as independent students under section 480 of the Higher Education Act of 1965 and their right to receive verification of this status;
- Provide parents/guardians with meaningful opportunities to participate in their child's education;
- Inform parents/ guardians and Homeless Children of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes according to the McKinney-Vento Act and complaint procedures;
- Assist the requestor in commencing an appeal pursuant to applicable law;
- Disseminate public notice of the educational rights of Homeless Children;
- Conduct annual training for school personnel on possible indicators of homelessness, sensitivity in identifying Homeless Children, and procedures for reporting to the Liaison; and
- Record *myNHA* information in coordinator with the registrar;

## 5. PROCEDURES

### 5.1 Identification

The school has an affirmative obligation to identify students in temporary housing. The Liaison, in collaboration with school personnel and community organizations, will identify Homeless Children, both in and out of school. Community organizations may include family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

The Liaison must use the Student Residency Questionnaire ("SRQ") upon enrollment of any student and all students whose address changes during the school year, and the provided response must clearly describe current living arrangements of the child to determine whether the child meets the definition of a Homeless Child. Upon the receipt of an SRQ indicating potential homelessness, the Liaison will implement this practices and procedures document and ensure adherence with federal, state and NHA requirements.

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New York schools only: Upon determination of appropriate school selection, the parent (or Liaison if no parent is available) will complete the New York STAC-202 form, following the instructions contained therein. Upon receipt of the STAC-202 form, the Liaison will forward the form to the New York Office of STAC & Special Aids Unit (New York State Education Department, Room 415, Education Building, Albany, NY 12234), Intervention Services at the NHA Service Center, and keep a copy in the school's records.

## 5.2 School Selection

Homeless Children have the right to remain at their School of Origin or to attend any school in the attendance area in which students are actually living. After a child becomes permanently housed, the child has the right to remain enrolled in, and continue receiving transportation to the school of origin for the duration of homelessness, through the remainder of the school year in which the student becomes permanently housed, and possibly an additional year if it is the student's terminal grade;

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

*Best interest of the child* is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. It must be presumed that keeping the child in the School of Origin is in the child's best interest, except when doing so is contrary to the request of the child or parent/guardian. Services that are required to be provided, including transportation and services under federal and other programs, shall not be considered in determining best interest. Best interest of the child considerations may include the impact of mobility on:

- Achievement
- Education
- Health
- Safety

If, after weighing these considerations, the liaison determines it is not in the Homeless Child's best interest to attend their School of Origin, the Liaison must provide the parent, guardian, or Unaccompanied Youth with a written explanation of the reasons for its determination and outlining the right to appeal.

The written explanation should include:

- A description of the action proposed or refused by the school;
- An explanation of why the action is proposed or refused;
- The reasons why any other options were rejected;
- A description of any other factors relevant to the school's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources;
- Appropriate timelines to ensure any relevant deadlines are not missed including notice that families and students have 30 days to appeal; and
- Contact information for the local liaison and State Coordinator, and a brief description of the roles.



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### 5.3 Enrollment

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

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

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

### 5.4 Services

The school must provide Homeless Children services, for which they meet the relevant criteria, comparable to services offered to other students in the school, including but not limited to:

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

#### Transportation

The Liaison will coordinate transportation arrangements, which may include arrangements with the social service district. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes. The length of the commute will only be considered when making the *best interest of the child* determination in regards to potential harm to the child (New York Only: or up to 50 miles each way, even if such services are not available to student who are permanently housed).

Prior to selection of a school, the Liaison will inform the parent/guardian or Unaccompanied Youth of this right to transportation. Transportation disputes will not result in a Homeless Child

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missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention of the state authorities following the appropriate complaint procedures as detailed in this document.

Transportation is provided at a parent/guardian's or Unaccompanied Youth's request to the school of origin for students who are homeless, including preschool students if applicable, for the duration of homelessness, through the remainder of the school year in which the student becomes permanently housed, and possibly an additional year if it is the student's terminal grade.

Transportation is provided for students who are homeless to participate in extra-curricular activities and summer school if the lack of transportation poses a barrier.

### Title I

Homeless Children are automatically eligible for Title I services and remain eligible after becoming permanently housed for the remainder of the school year. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance as necessary through the provision of additional reasonable services after other funding sources have been exhausted. The Liaison and the Title I director at the NHA Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

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

### Educational Services

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

Beginning in the 2017-2018 school year, and continuing thereafter, each NHA school's annual report card must include information on student achievement regarding State assessments, disaggregated by student status, to include students who are homeless, in foster care, and students with parents serving on active duty within the armed forces (ESEA Section 1111(h)(1)(C)(ii).

## **5.5 Complaint and Dispute Resolution**

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

### Complaints & Appeals



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- A complaint is either an oral or written and signed statement alleging the violation of a federal or state law, rule, or, regulation. The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing.
- Parents, teachers, administrators, or other concerned individuals or organizations may file a complaint (“Complainant”). Faculty and staff with knowledge of a complaint must refer the Complainant to the Liaison.
- The Complainant may submit the complaint in writing to the Liaison, using the attached Complaint Resolution Initiation Form. The Complainant may choose to initiate the complaint orally. Submission of complaints may take place at the Liaison’s office, the front office, or the principal’s office.
- An appeal is an oral or written and signed statement requesting a review of a previously submitted complaint. If the Complainant is not satisfied with the final resolution from the district regarding a complaint, s/he has the right to notify the school within two (2) school business days of his/her intent to appeal the decision with the principal using the Request to Appeal form which shall be attached to the Written Notification of Decision form.
- The final decision regarding a second appeal lies with the principal. Upon receiving the principal’s decision, if the Complainant is not satisfied with the proposed resolution, an appeal may be made in accordance with the state’s designated appeal process, as outlined below.

#### Role of School

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

#### Role of Liaison

- After receipt of the complaint, the Liaison must immediately notify the principal and other necessary parties that the dispute process has been initiated.
- Within one (1) school business day of a complaint being filed, the Liaison shall provide a printed copy of a Complainant’s rights, including the right to appeal.
- Upon receipt of a complaint, the Liaison must provide a written explanation of the school placement decision and/or provided services to the Complainant using the attached Written Notification of Decision form and discuss the complaint with the Complainant and the Complainant’s right to appeal the decision.
- The Liaison must provide a written proposed resolution or a plan of action to the Complainant within five (5) days of receipt of the complaint, or within seven (7) business days of notification of dispute (Georgia only).
- If the Liaison does not resolve the dispute, the Complainant has the right to submit a written or verbal appeal to the school principal regarding the decision, using the attached Request to Appeal form. The Principal and Liaison must provide a written resolution to the parties within five (5) days of the discussion with the principal, or within ten (10) business days of the second dispute (Georgia only). The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.

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- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below upon initiation of a complaint or appeal.
- In the event the school is unable to resolve the complaint, the Complainant may pursue the applicable appeal procedure(s) with the State Homeless Coordinator.

*Appeal Procedures – Colorado*

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting a mediator from the Colorado Mediator Resource Network (services at no charge to the Complainant) or may direct the Complainant to the Colorado Department of Education (CDE).

Address the complaint to the following address:

- State Coordinator for the Education of Homeless Children and Youth, Colorado Department of Education, State Office Building, 201 East Colfax Avenue, Denver, Colorado 80203-1799.

Use the Colorado Dispute Resolution Form during the appeal process.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- a description of how the School violated the McKinney-Vento Act;
- the date on which the violation occurred;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- contact information for the Liaison and potential witnesses;
- supporting documentation; and
- the relief the person is seeking.

If the State Coordinator is unable to resolve the complaint within 15 business days, the Complainant may file a written complaint to the State Coordinator who, with a team, will review the complaint with the mandates of the Title X law. Within 15 days of receipt of the complaint, the Coordinator will issue a written decision to the parties via mail.

*Appeal Procedures – Georgia*

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Georgia Department of Education state homeless coordinator. The Liaison may assist the Complainant in contacting the Department. The complaint may be made either in writing or submitted electronically through the Department's online complaint process.

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Address the complaint to the following address:

- Georgia Department of Education, Legal Services Division,  
2052 Twin Towers East, 205 Jesse Hill, Jr. Drive, SE, Atlanta, Georgia 30334

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- a description of how the School violated the McKinney-Vento Act;
- the date on which the violation occurred;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- contact information for the Liaison and potential witnesses;
- supporting documentation; and
- the relief the person is seeking.

#### Appeal Procedures – Indiana

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

If the complaint involves enrollment or school placement of homeless children, address the complaint to the following address:

- Indiana McKinney-Vento Homeless Education State Coordinator, Indiana Department of Education, 115 W. Washington Street South Tower, Suite 600, Indianapolis, Indiana 46204.

The complaint should include:

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

The IDOE will issue a letter of acknowledgement to the Complainant and the Liaison containing, among other things, the IDOE's commitment to issue a resolution in the form of a *Letter of Findings*.

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An IDOE complaint investigator will conduct an independent review of all relevant information and issue the *Letter of Findings* to the Complainant within thirty (30) days of receipt of a complaint, absent exceptional circumstances.

#### Appeal Procedures – Louisiana

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the local (EBR) Liaison for assistance with the appeal process. In the event the dispute is not resolved at the (EBR) Liaison level, the Complainant may contact the State Coordinator to hear an appeal of the Local (EBR) Liaison's decision.

Address the complaint to the following address:

- State Coordinator – Homeless Education, Louisiana Department of Education, Office of School & Community Support, P.O. Box 94064, Baton Rouge, Louisiana 70804.

The complaint should include:

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

The DOE will acknowledge receipt of the complaint in writing to the Complainant and provide written resolution of the complaint within 60 days of the date the DOE receives the complaint. The decision will include a breakdown of the findings, the reasons for the final decision, and the Complainant's right to request the Secretary of the U.S. Department of Education to review the final decision of the DOE, at the Secretary's discretion.

#### Appeal Procedures – Michigan

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Michigan Department of Education. Complaints made under this process must be in writing and signed by the Complainant. The complaint may be submitted electronically or mailed to the address listed out below.

Address the complaint to the following address:

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



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

The State Homeless Coordinator will gather needed information from statements of the parties involved and will forward the information within five (5) school days to three regional McKinney-Vento staff.

Within five (5) school days the regional staff will review the documentation and use the MDE Dispute Review Form to submit a summary, concerns, and recommendations to the State Coordinator.

Within two (2) school days of receiving the regional reviews, the State Coordinator will render a decision and notify the Complainant.

If the complaint is not resolved in a satisfactory manner by the State Coordinator, the final appeal shall be directed to the OFS Special Populations Manager by the Complainant. Appeals under this process must be made in writing and signed by the Complainant.

Within five (5) school days after receiving the regional reviews, the OFS Special Populations Manager will render a final decision and notify the Complainant. There are no federal level appeals for McKinney-Vento disputes through USDOE.

#### *Appeal Procedures – North Carolina*

The local Liaison shall expeditiously carry out the dispute resolution process within 15 school business dates, or 30 calendar days, whichever is less. If the dispute is not resolved at the school level, the Complainant may direct the complaint, orally or written, to the North Carolina Department of Public Instruction within three (3) school business days of the school's final decision.

Address the complaint to the following address:

- State Coordinator for Homeless Education, National Center for Homeless Education, SERVE Center at UNCG, 5900 Summit Avenue, Ste. 201, Browns Summit, NC 27214.

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The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- how the requirement has been violated;
- supporting documentation; and
- the relief the person is seeking.

If the State Coordinator receives an appeal that is not complete, the Coordinator shall contact the person making the appeal and the local liaison, explain the deficiency, and offer the person the opportunity to complete the appeal.

The Liaison will provide the State Homeless Coordinator with any information that the State Homeless Coordinator requests regarding the issues presented in the appeal.

The State Homeless Coordinator will provide the school and the Complainant the opportunity to respond to any decision made and to provide any additional evidence the Complainant deems relevant within three (3) school business days.

Within 10 school business days following receipt of the complete appeal, the State Coordinator shall issue a final written decision to the school and the Complainant.

#### *Appeal Procedures – New York*

### **DISPUTE RESOLUTION PROCESS**

The school has established the following procedures for the prompt resolution of disputes regarding school selection or enrollment of a homeless child or youth:

- The school will provide a written explanation, including a statement regarding the right to appeal, to the parent or guardian of a student in temporary housing, or to an unaccompanied youth if the school determines that the school is not required to either enroll and/or transport such child or youth to the school of origin or a school requested by the parent or guardian or unaccompanied youth, or if there is a disagreement about a child's or youth's status as a homeless child or unaccompanied youth. The written explanation will be in a manner and form understandable to such parent, guardian, or unaccompanied youth and will include a statement regarding the McKinney-Vento liaison's availability to help the parent, guardian, or unaccompanied youth with any appeal and the contact information for the liaison.
- The school will immediately enroll the student in the school in which enrollment is sought by the parent or guardian or unaccompanied youth, provide transportation to the school, and will delay for 30 days the implementation of a final determination to decline to either enroll in and/or transport the student in temporary housing to the school of origin or a school requested by the parent or guardian or unaccompanied youth

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- If the parent or guardian of a student in temporary housing or unaccompanied youth commences an appeal to the Commissioner within 30 days of such final determination, the student will be permitted to continue to attend the school he or she is enrolled in at the time of the appeal and/or receive transportation to that school pending the resolution of all available appeals.

#### **MCKINNEY-VENTO LIAISON'S DISPUTE RESOLUTION RESPONSIBILITIES**

The school's McKinney-Vento liaison must assist the student in temporary housing's parent or guardian or unaccompanied youth in bringing an appeal to the Commissioner under Education Law §310 of a final school district decision regarding enrollment, school selection and/or transportation. In the event of a dispute regarding eligibility, enrollment, school selection, and/or transportation, the school's McKinney-Vento liaison will:

- provide the parent or guardian or unaccompanied youth with a copy of the form petition, which is available at: <http://www.counsel.nysed.gov/appeals/homelessForms>;
- assist the parent or guardian or unaccompanied youth in completing the form petition;
- arrange for the copying of the form petition and supporting documents for the parent or guardian or unaccompanied youth, without cost to the parent or guardian or unaccompanied youth;
- accept service of the form petition and supporting papers on behalf of any school district employee or officer named as a party or the school district if it is named as a party or arrange for service by mail by mailing the form petition and supporting documents to any school district employee or officer named as a party and, if the school district is named as a party, to a person in the office of the superintendent who has been designated by the board of education to accept service on behalf of the school district;
- provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgment verifying that the McKinney-Vento liaison has received the form petition and supporting documents and will either accept service of these documents on behalf of the school district employee or officer or school district or effect service by mail by mailing the form petition and supporting documents to any school district employee or officer named as a party and, if the school district is named as a party, to a person in the office of the superintendent who has been designated by the board of education to accept service on behalf of the school district;
- transmit on behalf of the parent or guardian or unaccompanied youth, within five days after the service of, the form petition or any pleading or paper to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;
- provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgement verifying that the McKinney-Vento liaison has received the form petition and supporting documents and will transmit these documents on behalf of the parent, guardian or unaccompanied youth to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;
- accept service of any subsequent pleadings or papers, including any correspondence related to the appeal, if the parent or guardian or unaccompanied youth so elects. The liaison must also make such correspondence available to the parent or guardian or unaccompanied youth; and

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- maintain a record of all appeals of enrollment, school selection, and transportation determinations.

*Appeal Procedures – Ohio*

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

Address the complaint to the following address:

- Homeless Education Coordinator, Ohio Department of Education, 25 S. Front Street, Mail Stop 404, Columbus, Ohio 43215.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- supporting documentation; and the relief the person is seeking.
- The Homeless Education Coordinator will recommend a decision to the Complainant and the Liaison. If unresolved, the Complainant may file a final appeal to the State Superintendent of Public Instruction for review and disposition.



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**Attachments:**

- Complaint Resolution Initiation Form
- Written Notification of Decision Form
- Request to Appeal Form

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## COMPLAINT RESOLUTION INITIATION FORM

Date: \_\_\_\_\_

School Name: \_\_\_\_\_

Student Name: \_\_\_\_\_

Describe issue(s) in question:

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Complainant:

\_\_\_\_\_  
Printed Name and Signature

School Homeless Liaison Acknowledgment:

\_\_\_\_\_  
Printed Name and Signature

Name:	Owner/Dept:	Date Last Updated:
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## Written Notification of Decision

This form is to be completed by the school when a disagreement arises between the school and a parent, guardian, or unaccompanied youth over McKinney-Vento eligibility, school selection, or enrollment in a school.

July 13, 2020

Name of school: \_\_\_\_\_

In compliance with 42 U.S. C. § 11432(g)(3)(E) of the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Name of Parent(s)/Guardian(s): \_\_\_\_\_

Name of Student(s): \_\_\_\_\_

After reviewing your request regarding eligibility, school selection, or enrollment in a school for the student(s) listed above, the request is denied. This determination was based upon:

You have the right to appeal this decision by completing the attachment of this form or by contacting the school district's local homeless education liaison. You must notify the Local Liaison of your intent to submit an appeal within two (2) school business days of the date posted on this notification.

Local Liaison:

Phone:

Email:

Address:

Role: Responsible for ensuring the district fully implements the McKinney-Vento Act; including proper mediation of disputes in accordance with state guidance and NHA complaint procedures.

State Coordinator:

Phone:

Email:

Address:

Role: Ensures effective implementation of and compliance with the McKinney-Vento Homeless Assistance Act in public schools throughout the state. Includes resolving appeals brought to the state for review.

### In addition:

- The student listed above has the right to enroll immediately and participate fully in all school activities at the requested school pending the resolution of the dispute. If enrolled in the local attendance area school or the school of origin, the student has the right to receive free transportation pending resolution of the dispute.
- You may provide written or verbal communication(s) to support your position regarding the student's enrollment in the requested school. You may use the form attached to this notification.
- You may seek the assistance of advocates or an attorney.

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- You may contact the State Coordinator for Homeless Education if further help is needed or desired.
- If you are not satisfied with the final decision regarding enrollment, you may appeal the decision, within three school business days after the final decision, to the State Coordinator through an oral or written appeal to the State Coordinator, including:
  - your name, physical address if available, e-mail address, and telephone number;
  - your relationship or connection to the child in question;
  - the name of the school system and the specific school in question;
  - the federal requirement alleged to have been violated;
  - how the requirement has been violated; and
  - the relief you are seeking.

Name:	Owner/Dept:	Date Last Updated:
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## Request to Appeal Decision

To be completed by the parent, guardian, or unaccompanied youth when s/he wishes to appeal the Written Notification of Decision. This information may be shared verbally with the local liaison as an alternative to completing this form.

Date: \_\_\_\_\_ Student(s): \_\_\_\_\_

Person completing form: \_\_\_\_\_

Relation to student(s): \_\_\_\_\_

I may be contacted at (phone or e-mail): \_\_\_\_\_

I wish to appeal the enrollment decision made by: \_\_\_\_\_

Name of School: \_\_\_\_\_

I have been provided with (please check all that apply):

\_\_\_\_\_ A written explanation of the school's decision.

\_\_\_\_\_ The contact information of the school district's local homeless liaison.

\_\_\_\_\_ A copy of the state's dispute resolution process for students experiencing homelessness.

\_\_\_\_\_ A copy of the state's appeal process for students experiencing homelessness.

\_\_\_\_\_ A copy of the district's Dispute Resolution Process which includes the timeline for making an initial appeal.

Optional: You may include a written explanation in the space below to support your appeal or you may provide your explanation verbally.

Yes, the school provided me with a copy of this form when I submitted it. \_\_\_\_\_ (Initial/date)

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

# Timberland Charter Academy

## 2022-23 School Year

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

July 18-21 - NHA Leadership Summit  
August 9-11 - New Teacher Summit

15th-16th Staff PD  
16th Open House; 17th Regional PD  
22nd Staff PD; 23rd First Day of School

September						
Su	M	T	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	

2nd Labor Day Break  
5th Labor Day; 7th Coffee with Principal 9am  
21st Staff PD

October						
Su	M	T	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					

5th Count Day; Coffee with Principal 9am  
12th Evening PTC; 13th Day PTC; 14th Regional PD  
28th End of Q1

November						
Su	M	T	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			

2nd Coffee with Principal 9am; Staff PD  
23rd-25th Thanksgiving Break

December						
Su	M	T	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

7th Coffee with Principal 9am  
15th Holiday Extravaganza 5pm  
26th -Jan 6th Winter Break

January						
Su	M	T	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				

9th School Resumes; 13th End of Q2  
16th MLK Day

February						
Su	M	T	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				

1st Coffee with Principal 9am  
8th Count Day (no field trips)  
15th PTC; 16th PTC; 17th-20th Mid Winter Break  
21st School Resumes; 23rd Taste of Soul 6pm

March						
Su	M	T	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	

1st Coffee with Principal 9am  
15th Staff PD  
23rd Spring Showcase 5pm; 24th End of Q3  
31st-April 7th Spring Break

April						
Su	M	T	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						

March 31st-April 7th Spring Break  
10th School Resumes  
27th Day of the Child 5pm

May						
Su	M	T	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			

3rd Coffee with Principal 9am  
26th Regional PD  
29th Memorial Day

June						
Su	M	T	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	

2nd End of Q4  
5th 6pm Graduation: 8th Grade  
6th 9am Graduation: K; 7th Last day

July						
Su	M	T	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					

4th of July

Students Do Not Report/ Staff Report All Day  
Students Report Half Day/ Staff Report All Day  
Students/ Staff Do Not Report

Board Approved: 4/13/2022

Last Update: 3/30/2022

180 School Days  
5th-8th: 7:30am-2:15pm; K-4th: 8:30am-3:15pm School Hours  
5th-8th 7:30am-10:15am; K-4th 8:30am-11:15am (half)  
1100 Instructional Hours







### B Day

[illegible]

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

### **Age or Grade Range of Pupils**

The Academy may enroll age-appropriate students in Young 5s through Eighth Grade.

**SCHEDULE 7-8**

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

## **Timberland Charter Academy Physical Plant Description**

Timberland is housed in a leased building that is conducive to learning and more than adequate to meet the needs of our students from young 5's through eighth grade. Timberland Charter Academy is located at 2574 McLaughlin Road in Muskegon, Michigan.

Timberland is a single-story prototype "F" building. The school's superstructure is post frame construction with a façade composed of a 4' split-face masonry wainscot with vinyl siding. The roof is protected by asphalt shingles. The 49,032 square foot building has 26 classrooms, an art room, music room, media/library space, special resource rooms, and gymnasium, as well as a playground, parking lot and recreation field on the school grounds. The school has all the classrooms, offices, conferences rooms, equipment, and amenities necessary to promote student engagement and achievement.

Timberland has a valid Certificate of Occupancy.

## LEASE

THIS LEASE ("**Lease**") by and between National Heritage Academies, Inc., a Michigan corporation, of 3850 Broadmoor Avenue SE, Ste. 201, Grand Rapids, Michigan 49512 ("**Landlord**"), and Timberland Charter Academy, a public school academy chartered under the laws of the State of Michigan, having an address of 2574 McLaughlin Avenue, Muskegon, Michigan 49442 ("**Tenant**") is effective the 1st day of July 2022, (the "**Effective Date**"). For purposes of this Lease, Landlord and Tenant shall be referred to collectively as the "**Parties**."

## RECITALS

A. Landlord (defined in Section 23.5), as tenant, and Charter Development, LLC, as landlord (together with its successors, assigns and successors in interest, the "**Master Landlord**") are party to that certain Master Lease Agreement effective January 1, 1999, as amended (the "**Master Lease**").

B. Landlord and Master Landlord amended the Master Lease to subject the Premises thereto and Landlord has the authority under the Master Lease to sublease the Premises to Tenant.

C. Tenant desires to continue to sublease the Premises from Landlord, and Landlord desires to so sublease the Premises to Tenant, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth above and herein, Landlord and Tenant agree as follows:

## ARTICLE 1

### The Premises and Other Agreements.

1.1 Premises. Landlord hereby leases to Tenant, on the terms and conditions hereinafter set forth, the real estate located in the Township of Muskegon, Muskegon County, Michigan with an address of 2574 McLaughlin Avenue, Muskegon, Michigan 49442 and more particularly described on Exhibit "A" attached hereto (the "**Land**"), and all improvements located on the Land (the Land and such improvements as they may exist from time to time, hereinafter referred to as the "**Premises**").

1.2 Master Lease. This Lease is subordinate and subject to the Master Lease. Landlord represents and warrants to Tenant that the terms of this Lease are not inconsistent with the terms of the Master Lease, and Tenant's compliance with the terms of this Lease will not constitute a breach of the terms of the Master Lease. Landlord hereby indemnifies Tenant against all liability, judgments, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to Landlord's breach of the covenants, representations or warranties under the Master Lease.

1.3 Services Agreement.



A. In accordance with the terms and conditions of that certain “**Services Agreement**” of even or similar date herewith, by and between Landlord and Tenant, Landlord has contractually agreed to manage and operate the Premises and the school located on the Premises, and in connection with the same, Landlord is obligated to fulfill certain obligations assigned to Tenant under the terms of this Lease (the “**Services Obligations**”). In the event that Landlord fails to timely perform or fulfill one or more of the Services Obligations and said failure (a) is not otherwise excused, or subject to notice and an unexpired cure period, by the terms of the Services Agreement, and (b) is not due to the fault of Tenant, then said failure, in and of itself, shall not be deemed to be a Default by Tenant under the terms of this Lease. The foregoing sentence shall be of no further force and effect in the event of expiration or termination of the Services Agreement for any reason.

B. In the event the Services Agreement is terminated by Landlord or Tenant, as party thereto, (a) due to the default of the other party thereto, then upon the giving of notice as required by this Section, the non-defaulting party for purposes of the Services Agreement may, at its option, terminate this Lease without penalty, with the effective date of lease termination being the same as the date on which the Services Agreement terminates, (b) pursuant to any of the termination rights or options provided therein other than those arising in the event of a default or breach by the other party to the Services Agreement, then in any such event and upon the giving of notice as required by this Section, Tenant or Landlord may, at its option, terminate this Lease without penalty, with the effective date of lease termination being the same as the date on which the Services Agreement terminates. To exercise any of the termination rights or options provided in the previous sentence, the party so exercising shall notify the other party hereto of their exercise of any such lease termination right no later than thirty (30) days after the date on which the notice terminating the Services Agreement is sent.

## ARTICLE 2

### Term.

2.1 Initial Term and Renewals. The “**Initial Term**” of this Lease shall commence on July 1, 2022 and shall terminate effective June 30, 2023 (the “**Initial Term Expiration**”), unless sooner terminated as hereinafter set forth. Provided that (a) Tenant is not then in Default under this Lease, the Services Agreement, or the Academy’s Charter Contract issued by Grand Valley State University Board of Trust (“**Charter**”) (as defined in Section 14.1.E. below), and (b) this Lease, the Services Agreement and the Charter are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, on the Initial Term Expiration (and each anniversary thereof, during the Term of this Lease), this Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The “**Term**” of this Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term “**Upcoming Expiration Date**” shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Lease to automatically renew, then at least one hundred eighty (180) days prior to the Upcoming Expiration Date, such party must notify the other party in writing that it does not wish the Term to be renewed (a “**Notice of Non-Renewal**”). Upon the timely delivery of a Notice of Non-Renewal, this Lease shall



terminate on the Upcoming Expiration Date. If either party defaults under Article 14 of the Lease, the Term shall automatically end at the expiration of the then current one year Term and the Notice of Non-Renewal requirement shall be waived.

### ARTICLE 3

#### Rent.

3.1 Annual Rent. Tenant hereby leases said Premises for the Term above stated and agrees to pay Landlord annual rent of Six Hundred Seventy-One Thousand Eight Hundred Forty and No/100 Dollars (\$671,840.00), (“**Annual Rent**”) in twelve (12) equal monthly installments of Fifty-Five Thousand Nine Hundred Eighty-Six and 66/100 Dollars (\$55,986.66) (each, a “**Monthly Installment**”) each payable to Landlord (or to such other “Person” (defined in Section 23.9) or agent as Landlord may specify by written notice to Tenant) in advance on the first day of each calendar month during the Term. The term “**Lease Year**” is defined to mean any twelve month period from July 1 to June 30 of the following year, during the Term. If the Term ends before the end of a Lease Year, Annual Rent shall be prorated on a daily basis and paid in advance by Tenant on the first day of the last calendar month during the Term.

3.2 Additional Rent. Any amounts due from Tenant to Landlord hereunder, other than Annual Rent, shall constitute “**Additional Rent.**” Additional Rent shall, unless expressly provided to the contrary in this Lease, be payable from Tenant to Landlord on the same terms that Annual Rent is payable, with the next payment of the Monthly Installment coming due hereunder. Annual Rent and Additional Rent may be referred to collectively herein as “**Rent**”.

3.3 Payments. All Rent shall be paid to Landlord at Landlord’s address as set forth in the introductory paragraph hereof, or at such other address as Landlord may designate in writing. This Lease is a triple net lease and Rent shall be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction, except as expressly provided for herein. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the Term (except as otherwise expressly provided herein), nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of Annual Rent hereunder (except as otherwise expressly provided herein), nor shall the obligations of Tenant under this Lease be affected by any interference with Tenant’s use of the Premises unless caused by Landlord or Master Landlord. It is the intention of the Parties hereto that the obligation of Tenant to pay Rent hereunder shall be separate and that the Rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.4 Landlord’s Right to Increase. In the event Landlord, with notice to the Board makes future economic investments (a) in capital improvements to the Premises for any of the “Approved Purposes” (defined herein), or (b) in capital improvements (other than Approved Purposes) to the Premises up to an amount of \$250,000.00 during any July 1 to July 30 period during the Term, or (c) in acquiring additional property for the Approved Purposes, Annual Rent shall be adjusted by amendment to this Lease as of the immediately following July 1 in the Term

to compensate Landlord for such additional economic investment. “**Approved Purposes**” shall mean any of the following purposes: (i) to comply with “Legal Requirements” (defined in Section 23.6); (ii) or to comply with Landlord’s safety and security requirements; (iii) repairs or maintenance to, or replacement of essential building components and systems; and (iv) repairs, maintenance, replacement, or improvements necessary for Landlord to comply with its obligations under the Services Agreement and this Lease.

## ARTICLE 4

### Use, Occupancy and Purpose.

#### 4.1 Permitted Uses.

A. Tenant shall use the Premises solely for operating a publicly chartered school or academy for grades kindergarten through 8<sup>th</sup> grade, and for ancillary or directly related uses. No provision of this Lease shall interfere with the Tenant’s governing board’s exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy.

B. Any other use of the Premises must be approved by Landlord in advance in writing.

#### 4.2 Prohibited Uses.

A. Tenant shall not use or allow the use of the Premises for any unlawful purpose, nor shall Tenant allow the Premises to be used in violation of the Charter.

B. Tenant shall not allow the Premises to be used in violation of any public law, ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable, or increase premiums for, any insurance with respect thereto. Tenant shall not commit any waste, damage, or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

C. Tenant covenants unto Landlord that during the Term, no part of the Premises shall be used for: the operation of any (i) private or commercial golf course, (ii) country club, (iii) massage parlor, hot tub facility, or suntan facility (iv) race track or other facility used for gambling, or (v) store the principal business of which is the sale of alcoholic beverages for consumption off premises; or the rental to others of residential property (as defined in Section 168(e)(2)(A) of the Internal Revenue Code).

D. Notwithstanding anything contained in this Lease to the contrary, in the event of a breach of any of the covenants contained in this Section 4.2, Landlord may immediately terminate this Lease by written notice to Tenant.



4.3 Educational Program. Tenant shall neither use the Premises nor allow the Premises to be used at any time during the Term in a manner that interferes with the performance of Landlord's obligations under the Services Agreement, including without limitation, the implementation and delivery of the Educational Program at the Premises. Tenant acknowledges that the terms of the preceding sentence are intended to allow Landlord to restrict access to certain portions of the Premises at certain times provided such access restriction is at all times consistent with the implementation and delivery of the Educational Program and the Board adopted facility use agreement.

## ARTICLE 5

### Utilities.

5.1 Utility Connections; Utility Service. Landlord represents and warrants that construction of the Premises pursuant to Section 9.1 shall include provision of connections for all utility services necessary to the operation of a school at the Premises. Utility services, including without limitation gas, electricity, light, heat, water, sewage and telephone or other communication services, shall be contracted for and paid for by Tenant.

5.2 Disclaimers. Unless due to the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for (i) any failure of water supply or electric current or any service by any utility provider or local government, or (ii) injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place. Any express or implied rights, easements or licenses for view purposes or for the passage of light and air are hereby expressly disclaimed by Tenant. Except as otherwise expressly provided in this Lease, Landlord shall have no obligation to provide any services to Tenant with respect to the Premises.

5.3 Modifications and Replacements. If the existing services are required to be modified or replaced for any reason by any utility company or authorized agency, governmental or otherwise, then Tenant shall make such modifications or replacements at Tenant's expense and shall save Landlord harmless therefrom.

## ARTICLE 6

### Taxes.

6.1 Payment by Tenant. Tenant shall pay all (a) taxes levied on or assessed against the Premises during the Term, (b) special assessments levied on or assessed against the Premises during the Term that become due and payable during the term of this Lease, and (c) other similar charges levied on or assessed against the Premises during the Term and that become due and payable during the term of this Lease, except income and other taxes assessed against or by reason of Landlord's reversionary interest in or income from the Premises (the "**Taxes**"), (i) prior to the date on which any penalties, interest or late charges would apply, and to save Landlord harmless from the payment thereof, or (ii) to Landlord, in accordance with the terms of Section 6.4, provided

Landlord makes the demand on Tenant required in Section 6.4. Taxes for the first and last year of the Term or any extension or renewal thereof shall be prorated on the basis of the fiscal period for which such tax is assessed.

6.2 Landlord's Option to Pay. If at any time after any tax, assessment or similar charge so charged or assessed against said Premises shall become due or payable and Tenant shall neglect or fail to pay the same, Landlord, without being obligated to do so, may pay the same at any time thereafter, and the amount of any and all such payments so made by Landlord shall be and is hereby declared to be payable as Additional Rent with the next Monthly Installment due hereunder.

6.3 Payment at End of Term. At the termination of this Lease by lapse of time or otherwise, all Taxes payable by Tenant under the provisions of this Article 6 shall be paid by Tenant to Landlord.

6.4 Monthly Installments. Upon demand of Landlord, (i) Tenant shall pay as Additional Rent, in addition to each Monthly Installment due hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due, all such taxes, assessments and other charges, and (ii) Tenant will deliver and pay over to Landlord such additional sums as are necessary to make up any deficiency in the amount necessary to enable Landlord to fully pay such taxes, assessments and other charges. Any such tax payments from Tenant may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. If Landlord receives tax payments from Tenant in accordance with this Section, then Landlord shall pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities. In the event Tenant's tax payments under this Section are in any way insufficient to pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities, then Tenant shall pay to Landlord, as Additional Rent, any shortfall within thirty (30) days of receiving a demand therefor from Landlord.

6.5 Non-Real Property Taxes. In the event that the City, County, State, or any other political subdivision that has taxing authority over the Premises shall, during the Term, impose upon Landlord any tax or other governmental charge in lieu of all or any part of the Taxes (a "**Non-Real Property Tax**"), such Non-Real Property Tax shall, for purposes of this Section, be treated as if it were included in the Taxes. Landlord agrees to furnish to Tenant upon request a separate accounting and supporting documentation of each Non-Real Property Tax.

6.6 Receipts. Upon demand of Landlord within ninety (90) days after the date all or any part of the Taxes are payable by Tenant, Tenant shall provide to Landlord official receipts of the appropriate taxing authority or other proof satisfactory to Landlord of the payment of such Taxes.

## ARTICLE 7

### **Insurance.**



7.1 Tenant will cause to be maintained policies of fire and extended coverage insurance on all buildings, structures, fixtures and improvements now or hereafter situated on the Premises and all other property leased hereunder in their full replacement cost. Such policies shall have no greater than eighty (80%) percent co-insurance provision and shall contain the standard "agreed amount" clause for evaluating replacement cost. Such policies shall name Tenant, Landlord, other parties designated by Landlord and the "first mortgagee" (defined in Section 23.3) as their interests may appear as insureds and such insurance shall be carried by an insurance company or companies approved by Landlord and the first mortgagee. Tenant shall make available to Landlord on request copies of said policies. Notwithstanding the aforesaid, in no event shall the manner, forms, companies, sums or length of terms be less than that required by the first mortgagee according to the terms and provisions of the "first mortgage" (defined in Section 23.2).

7.2 Each such policy shall include: (i) a standard mortgagee clause in favor of the first mortgagee; (ii) a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage; (iii) a provision that the policy shall not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and the first mortgagee; and (iv) a provision that any forfeiture of the policy due to an act of Tenant shall not affect the validity insofar as Landlord or the first mortgagee are concerned.

7.3 From time to time as required by Landlord or the first mortgagee, Tenant at its expense, shall obtain from an engineer or appraiser, in the regular employ of the insurer, or an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord and the insurer, such evidence as may be required by such insurer to maintain the "agreed amount" clause eliminating the possibility of any co-insurance penalty.

7.4 If Tenant shall refuse or fail to so insure and keep insured the Premises and keep such policies in Landlord's and first mortgagee's possession, Landlord may at its election procure and from time to time renew such insurance, and the amounts expended therefore shall be Additional Rent due from Tenant with the next installment of Rent accruing hereunder and may be collected in the same manner as though Rent due hereunder.

7.5 Upon demand from Landlord, Tenant shall pay in advance as Additional Rent, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due all insurance premiums on all policies of insurance required or allowed to be carried by Tenant hereunder. Such Additional Rent may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will pay Landlord, as Additional Rent, such additional sums as are necessary to make any deficiency in the amount necessary to enable Landlord to fully pay such premiums.

7.6 Landlord shall have no liability for damage to or loss of personal property located upon the Premises, unless and to the extent caused by Landlord.

## ARTICLE 8

### Casualty; Restoration.

8.1 If the Premises are damaged by fire or other casualty (a "**Casualty**"), Tenant shall give immediate written notice thereof to Landlord and the first mortgagee ("**Tenant's Casualty Notice**"). Landlord shall, within 60 days after receipt of Tenant's Casualty Notice, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty ("**Restoration**").

If the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 210 days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If a Casualty occurs and (1) Landlord estimates that the damage cannot be repaired within the Repair Period, (2) regardless of the extent of damage, (a) the damage occurs during the last six (6) weeks of the Term or (b) the damage is not fully covered by Tenant's insurance policies or any insurance Landlord may carry on the Premises or (c) Landlord makes a good faith determination that restoring the damage would be uneconomical, or (3) Landlord is required to pay any insurance proceeds arising out of the Casualty to a first mortgagee, then, in any such case, Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any improvements, alterations or betterments made by Tenant within the Premises (which shall be promptly repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Project, and Landlord's and Tenant's obligations to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord and Tenant respectively for the Casualty in question. If this Lease is terminated under the provisions of this Article 8, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

8.2 Rent insurance proceeds, if payable, shall be applied by Tenant to the payment of, when and as due and payable, the installments of Rent and other payments due under this Lease until Restoration has been completed or until the Lease is terminated pursuant to any of the terms hereof. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.



8.3. During any period of Restoration, Rent shall abate in proportion to the portion of the Premises that cannot be used for school purposes in Tenant's reasonable determination.

## **ARTICLE 9**

### **Care of Premises.**

9.1 Landlord shall cause the school building on the Premises to be constructed and maintained in a good and workmanlike manner, and in compliance with all Legal Requirements. Tenant will accept the possession of the Premises and keep the Premises in good condition and repair, and will yield and deliver the same to Landlord at the expiration or termination of the Lease in as good a condition as when taken, reasonable use and wear thereof, and damages thereto by Landlord or its agents or invitees, excepted. Tenant shall also maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions, except for those attributable to Landlord's use or action. Tenant may not make any repairs, alterations, additions, changes or improvements to the Premises, except as described above in Section 5.3, without the written consent of Landlord. All repairs, alterations, changes or improvements shall be completed and maintained by Tenant in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work.

9.2 Without limiting the rights granted to Landlord under Article 4 of this Lease, Landlord shall have the right to enter upon the Premises for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall constitute Additional Rent.

## **ARTICLE 10**

### **Liability.**

10.1 To the extent permitted by law, Tenant agrees to save Landlord and the first mortgagee harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises which arise out of (i) gross negligence or willful misconduct of Tenant, or (ii) any noncompliance or breach by Tenant of any of the terms, conditions, warranties, representations, or undertakings made by or applicable to Tenant contained in or made pursuant to this Lease. Tenant agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord, Tenant and the first mortgagee as their interests may appear, in an amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Landlord at least annually. In the event Tenant defaults as to any such obligations, Landlord may obtain such

insurance and charge the cost thereof to Tenant as Additional Rent, payable with the monthly installment next coming due.

10.2 Landlord agrees to save Tenant harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises to the extent caused by willful misconduct or negligence by Landlord. Landlord agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord and Tenant as their interests may appear, in an amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Tenant; Landlord agrees to furnish to Tenant upon request certificates of insurance evidencing such insurance.

10.3 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance. Notwithstanding the foregoing, this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

## **ARTICLE 11**

### **Compliance.**

11.1 During the Term, Tenant shall assure compliance with all Legal Requirements relating to Tenant, the conduct of Tenant's business or pertaining to or otherwise affecting the use of the Premises; and Tenant shall reimburse Landlord for any damages or penalties suffered because of any such noncompliance, to the extent permitted by law. Landlord hereby represents that as of the Effective Date, the Premises is in compliance with all Legal Requirements; and Landlord shall reimburse Tenant for any damages or penalties suffered because of any such noncompliance.

## **ARTICLE 12**

12.1 Lease or Deed for Proposed Single Site(s). Tenant shall provide to the designee of its authorizer copies of this Lease. A copy of this Lease and site information shall be incorporated into the Charter's Schedules.

## **ARTICLE 13**

### **Assignment and Subletting.**



13.1 Tenant shall not assign, transfer, sublet or otherwise allow the use by another Person of the Premises or any part thereof or any interest hereunder without first obtaining the written consent of Landlord, which may be withheld by Landlord for any reason. Landlord may, in its sole discretion, assign, transfer, pledge and convey its rights, title and interests in the Premises and/or this Lease, without the consent of Tenant; provided, however, the terms and conditions of this Lease as set forth herein as of the execution date of this Lease shall have not been modified or amended and shall be subject to Section 24.3 hereof.

## ARTICLE 14

### Default.

14.1 Tenant shall be in default upon occurrence of any of the following events (any of the following, a “**Default**”):

A. Failure by Tenant to pay any portion of Rent for a period of more than ten (10) days after Tenant receives written notice of such failure to pay from Landlord (a “**Monetary Default**”); provided in no case shall Landlord be obligated to send notice of failure to pay more than twice in any twelve (12) month period.

B. Failure by Tenant to comply with any term, provision, condition or covenant of this Lease (other than a Monetary Default or as specified in Subsection F. below), if such failure is not cured by Tenant within a period of thirty (30) days after Tenant receives written notice from Landlord specifying such failure.

C. Tenant’s becoming insolvent, as that term is defined by any federal or state law or regulation (the “**Insolvency Laws**”); the appointment of a receiver or custodian for all or a substantial portion of Tenant’s property or assets; the institution of a foreclosure action upon all or a substantial portion of Tenant’s real or personal property; the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or Tenant’s making or consenting to an assignment for the benefit of creditors or a common law composition of creditors, or if Tenant’s leasehold interest herein shall be levied on execution.

D. Termination of the Services Agreement due to default made or suffered by Tenant in any of the covenants, terms or conditions of the Services Agreement required to be kept or performed by Tenant.

E. Expiration or discontinuance for any reason of the Charter granted to Tenant by its authorizer (the “**Charter**”), other than an expiration or discontinuance which results in a new Charter effective as of termination of the existing Charter and with terms which would not, in

Landlord's opinion, substantially alter Tenant's ability to comply with the terms of the Lease, Services Agreement, or Charter.

F. Failure by Tenant to deliver the certificate required by Section 24.2 within the time required by such Section.

14.2 Landlord's Remedies. Upon the occurrence of any Default and the lapse of any grace or cure periods without cure thereof, Landlord shall have the option to pursue any one or more of the following remedies upon notice to Tenant:

14.2.1. *Termination.* Terminate this Lease or terminate Tenant's right to possession, and in either event, accelerate all obligations of Tenant owed to Landlord under the Lease and force Tenant to immediately surrender the Premises to Landlord. Tenant agrees to pay to Landlord on demand the costs which Landlord may suffer by reason of such termination. Immediately upon any termination Landlord shall be entitled to recover from Tenant (i) all outstanding and unpaid Rent as of the date of such termination, (ii) the unamortized cost of any initial work performed according to this Lease by Landlord in anticipation of Tenant's occupancy, (iii) the amount of any Rent that was abated pursuant to this Lease, and (iv) all future Rent due for the remaining balance of the Term, which future Rent shall be discounted to present value using a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease as selected by Landlord.

14.2.2. *Possession.* Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be present, without terminating the Lease or being liable for prosecution or any claim for damages, and, if Landlord so elects, relet the Premises on such terms as Landlord may determine.

14.2.3. *Entry.* Enter upon the Premises without being liable for prosecution or any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations.

14.2.4. *Mitigation.* Landlord shall have a duty to mitigate damages in the event of a Tenant Default, provided, however, that Landlord shall not be obligated (a) to favor the Premises for re-letting in comparison to other real property owned or leased by Landlord in the vicinity of the Premises, (b) to discount or disregard any of the following factors regarding a potential new tenant for the Premises: term of proposed lease, proposed rent, proposed use and the creditworthiness and reputation of the proposed tenant, or (c) to spend more toward re-letting the Premises than Landlord would spend in leasing real property in the ordinary course of its business.

14.2.5. *Application of Proceeds.* Any proceeds of re-letting the Premises shall be applied to pay (i) first, all costs of Landlord incurred in connection with such re-letting (including without limitation, all costs and expenses of taking possession of the Premises, securing new tenants, including expenses for redecoration, alterations or other upfit costs), (ii) second, any indebtedness of Tenant other than Rent, (iii) third, all then-outstanding Rent due hereunder, and (iv) fourth, any future obligations of Tenant, including without limitation, Rent. Tenant agrees to



pay to Landlord on demand any deficiency that may arise by reason of such re-letting within ten (10) days of notice of the same from Landlord, following a re-letting. In the event Tenant pays to Landlord all accelerated sums due, any amounts applicable to Rent following the date of re-letting shall be reimbursed to Tenant as received.

14.3 No termination of this Lease pursuant to this Section or repossession of the Premises or any part thereof or of any other property leased hereunder shall relieve Tenant of its liabilities and obligations under this Lease that accrue during the Term, all of which shall survive any such termination or repossession and, if the Premises or any part thereof shall not have been relet, Tenant shall pay to Landlord as and for liquidated and agreed current damages the then present value of the Rent and other sums and charges to be paid by Tenant until what would have been the end of the Term in the absence of such termination or repossession. Landlord shall make a good faith effort to relet the Premises and alleviate Tenant of additional damages. Exercise of any remedy hereunder by Landlord shall not exclude the right to exercise any other remedy hereunder. Notwithstanding any of the foregoing obligations of Tenant stated herein to the contrary, upon termination of this Lease or Tenant's dispossession of the Premises, Tenant will automatically be relieved from and after the date of such termination or dispossession of all personal liability for the performance of any covenants or obligations on the part of Tenant contained in this Lease thereafter to be performed except for those liabilities expressly stated to have survived such termination or dispossession as stated herein.

14.4 To the extent applicable, Tenant has been made aware that Master Landlord as landlord under the Master Lease, or National Heritage Academies, Inc., as tenant under the Master Lease or an Affiliate (defined in Section 23.1) of either or any other Person that enjoys an interest in the Premises seeks the benefits offered pursuant to the U.S. Department of Treasury New Markets Tax Credit program and may pursue other federal, state or city funds, subsidies (including any city real estate tax exemptions or abatements) or loans (collectively, the "**Benefits**") in connection with the use of the Premises, and as a result of the grant of the Benefits, the Premises may be subject to certain use restrictions. Tenant shall have no responsibility and bear no liability for any claims, fees, expenses, costs or other impositions arising from or in connection with the Benefits due to the termination of this Lease or Tenant's dispossession of the Premises.

14.5 Tenant may terminate this Lease, without cost or penalty to the Tenant, in the event that the Tenant is required to close the Premises (i) pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and the Charter. The provision shall also provide that the lessor/landlord shall have no recourse against the Tenant or the Grand Valley State University Board of Trustees for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Landlord from receiving lease payments owed prior to site closure or reconstitution or relieve the Tenant from paying any costs or expenses owed under this Lease prior to site closure or reconstitution.

## ARTICLE 15

### Waiver of Breach.

15.1 No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

## **ARTICLE 16**

### **Surrender.**

16.1 Upon the expiration or earlier termination of this Lease, Tenant shall (i) surrender the Premises in broom clean, in good condition, free and clear of all lettings and occupancies, (except those previously approved by Landlord), free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, and otherwise in the same condition as Tenant received the Premises on the first day of the Initial Term, except for the following (which are allowed to remain at the Premises): any alterations that Landlord has not required to be removed, normal wear and tear and loss by fire or other casualty losses for which insurance proceeds have been received by Landlord; (ii) surrender all keys for the Premises to Landlord and (iii) inform Landlord of all combinations on locks in the Premises. All installations, alterations, additions and improvements, including partitions which may have been installed by either Landlord or Tenant, shall remain upon the Premises and shall become Landlord's property, all without compensation, allowance or credit.

16.2 On or before the scheduled expiration of the Term, Tenant may elect to remove its personal property and any fixtures and equipment. Any of Tenant's items listed in the preceding sentence not removed at the end of the Term shall be considered abandoned, and Landlord may appropriate such items for itself, sell such items or otherwise dispose of the same in such commercially reasonable manner as Landlord deems expedient without any liability to Tenant or any parties claiming by, through or under Tenant. In the event the Term terminates for any reason on other than its scheduled expiration date, then Tenant shall have a period of time in which to re-enter the Premises to retrieve its personal property, beginning on the date the Term terminates and ending fifteen (15) days thereafter. Any damage caused to the Premises by such removal shall be repaired by Tenant no later than fifteen (15) days after the end of the Term, but no Rent shall be payable by Tenant for such period of time (and such continued use of the Premises by Tenant shall not be deemed a holdover or a renewal or as creating a periodic or other similar tenancy that might be implied by law). Tenant shall reimburse Landlord for any damage to any portion of the Premises caused by Tenant during the removal of any items contemplated for potential removal in this Section.

## **ARTICLE 17**

### **Eminent Domain.**

17.1 If all or any part of the Premises shall be taken by any Governmental Authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the Premises and Tenant hereby irrevocably assigns to Landlord any award or payment to which



Tenant may become entitled as a result thereof, provided, however, that Tenant shall be entitled to receive from such Governmental Authority compensation for its personal property so taken.

17.2 In the event that only a part of the Premises are so taken, and the part not so taken cannot be completed as an architectural unit for the use described in Section 4.1 hereof, Tenant shall have the option to terminate this Lease by serving written notice of termination on Landlord within sixty (60) days after the taking.

17.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in Section 4.1 hereof, Landlord (or at Landlord's direction, Tenant) shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises (but only to the extent of the proceeds received for such taking); and there shall be an abatement of the monthly Rent hereinabove provided for in an amount equal to the percentage of the Premises and the building so taken.

## ARTICLE 18

### Notices.

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

The School:	Timberland Charter Academy Attn: President, Board of Directors 2574 McLaughlin Avenue Muskegon, Michigan 49442 Telephone: (231) 767-9700
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### WITH A COPY TO:

Saunders Winter McNeil  
250 Washington Street  
Grand Haven, Michigan 49417  
Telephone: (616) 847-1000

NHA:	National Heritage Academies, Inc.
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Attn: Chief Financial Officer  
3850 Broadmoor, S.E. Ste. 201  
Grand Rapids, Michigan 49512  
Telephone: (616) 222-1700

WITH A COPY TO:

National Heritage Academies, Inc.  
Attn: Legal & Compliance Dept.  
3850 Broadmoor, S.E. Ste, 201  
Grand Rapids, Michigan, 49512  
Telephone: (616) 222-1700

**ARTICLE 19**

**Self Help.**

19.1 If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord without notice to Tenant, except when other notice is expressly provided for in this Lease and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefore.

19.2 All sums to be paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act referenced in Section 19.1, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and counsel fees incurred by Landlord in connection therewith or in enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as Additional Rent.

19.3 Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of Landlord's exercising any rights granted under Section 19.1.

**ARTICLE 20**

**Construction Liens.**

20.1 Tenant will not create nor permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord or the first mortgagee.



## ARTICLE 21

### Environmental Matters.

21.1 Tenant shall not use or store any Hazardous Materials (as defined in Section 21.2) on the Premises, except in compliance with Legal Requirements.

21.2 To the extent directly related to the conduct of Tenant, Tenant's Board of Directors, Tenant's use of the Premises, or the operation of its business thereon, Tenant, to the extent permitted by law shall defend, indemnify (limited to the maximum indemnification allowed by Legal Requirements) and hold harmless Landlord, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials by Tenant on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Tenant's action or inaction on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Tenant's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Tenant's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Tenant's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses.

To the extent directly related to the conduct of Landlord, Landlord's use of the Premises, or the operation of its business thereon, and to the extent permitted by law, Landlord shall defend, indemnify and hold harmless Tenant, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials by Landlord on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Landlord's action or inaction on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Landlord's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Landlord's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Landlord's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses.

As used herein, "**Hazardous Materials**" means and includes petroleum, petroleum products, asbestos, asbestos-containing materials, radioactive materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), and any other water, material or substance that is defined as hazardous or toxic under or regulated by any federal, state or local agent, law, rule or regulation

(whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental conditions, the environment, contamination or clean-up, including, without limitation, federal, state or local solid waste disposal rules, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Water Pollution Control Act, as amended, the Clean Air Act, as amended, or any other applicable federal, state or local laws, regulations, publications of Governmental Authorities, or ordinances pertaining to Hazardous Materials (collectively, "**Environmental Laws**").

21.3 Tenant shall promptly notify Landlord as soon as it knows of or suspects that any Hazardous Materials has been released or that there is a threatened release on the Premises and it shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with Legal Requirements unless caused by Landlord. Landlord shall promptly notify Tenant as soon as it knows or suspects any Hazardous Materials has been released or that there is a threatened release on or in the Premises and Landlord shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with Legal Requirements unless caused by Tenant.

21.4 The provisions of this Article 20 shall be in addition to any and all obligations and liabilities of Tenant and Landlord may have to each other under Legal Requirements, and shall survive the expiration and termination of the Lease for any reason.

## **ARTICLE 22**

### **Late Charges.**

22.1 In the event of any failure by Tenant to pay Rent when due, Tenant shall also pay to Landlord, as Additional Rent, a late charge of five percent (5%) of such delinquent payment.

## **ARTICLE 23**

### **Certain Definitions.**

23.1 The term "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person or any of its subsidiaries. As used in this definition, the term "**control**" means (a) the power to vote five percent (5%) or more of the securities or other equity interests of a Person having ordinary voting power, or (b) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.



23.2 The term “**first mortgage**” means any mortgage now existing or hereafter becoming a first and paramount lien on the Premises, subject to easements and restrictions of record, and all assignments, modifications, extensions and renewals thereof.

23.3 The term “**first mortgagee**” or “**holder of the first mortgage**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under the first mortgage from time to time.

23.4 The term “**Governmental Authority**” or “**Governmental Authorities**” means the government of the United States of America or any state or other political subdivision of either thereof, or any entity that exercises executive, legislative, regulatory, administrative, judicial, quasi-governmental or quasi-judicial functions of, or pertaining to, any such government, whether now or hereafter in existence having jurisdiction over the matter or matters in question.

23.5 The term “**Landlord**” is limited to mean and include, so far as covenants, agreements, stipulations or obligations on the part of Landlord are concerned, the tenant under the Master Lease to the Premises or its assignee, at the time in question, and in the event of any transfer or transfers of the title to such fee Landlord herein named (and, in case of any subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

23.6 The term “**Legal Requirements**” means (i) all present and future applicable laws, statutes, treaties, rules, orders, ordinances, codes (including, without limitation, building and life-safety codes), regulations, requirements, permits, and interpretations by, and applicable judgments, decrees, injunctions, writs and like action even if unforeseen or extraordinary of any Governmental Authority (including, without limitation, Environmental Laws (defined herein), laws and regulations pertaining to health and safety, Insolvency Laws (defined herein), the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other applicable Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct relating to barrier-free access or access of the handicapped or disabled to the Premises, and laws and regulations pertaining to the construction, restoration, use and operation of schools); and (ii) any reciprocal easement agreement, agreement, contract, instrument, restriction or similar agreement relating to the use, occupancy, possession, operation, alterations, repairs or maintenance of the Premises or otherwise affecting the Premises.

23.7 The term “**mortgage**” means any mortgage, deed of trust, deed to secure debt or other security instrument now existing as, or hereafter becoming a lien on the Premises.

23.8 The term “**mortgagee**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under any mortgage from time to time.

23.9 The term “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

## **ARTICLE 24**

### **Subordination; Estoppel Certificates.**

24.1 Tenant agrees that Landlord, or any mortgagee or lessor under any applicable ground or other underlying lease, may choose to make this Lease subordinate or paramount to any mortgages or ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and to all renewals, replacements and extensions thereof, and that upon any taking of possession of the Premises and accession to the interest of Landlord under this Lease by such lessor or mortgagee, Tenant shall attorn to and recognize such Person as landlord hereunder; provided the mortgagee, lessor under any such ground or underlying leases, Landlord or any trustee named in any such mortgages or leases shall agree (i) to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in Default and (ii) that Tenant's possession of the Premises under this Lease shall not be disturbed by such Person unless there is a Default. Tenant will execute promptly any instrument or certificate that Landlord may request to confirm such subordination.

24.2 Tenant, within ten (10) days after request by Landlord, will execute and deliver to Landlord (and any mortgagee or prospective mortgagee, or any current or prospective ground or underlying lessor, to the extent specified by Landlord) an estoppel certificate as to such reasonable facts and circumstances under this Lease as may be requested, but in any case including the following (i) identifying the commencement date and expiration date of this Lease, (ii) stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, and then stating such modifications, (iii) stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults, (iv) the amount of Monthly Installments then payable hereunder and Additional Rent, if any, as of the date of the certificate, (v) the date to which the Rent has been paid in advance, and (vi) the amount of any security deposit or pre-paid Rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, Tenant shall be in Default without benefit of any cure period, and the proposed certificate will be conclusively deemed executed by Tenant.

24.3 Upon the receipt of a notice from Landlord, Tenant agrees to pay all such sums owing under this Lease directly to the account or party specified in such notice.

## **ARTICLE 25**

### **Quiet Enjoyment.**

25.1 All times when Tenant is not in Default, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any Person claiming by, through or under Landlord.

## **ARTICLE 26**



**Holding Over.**

26.1 Any holdover by Tenant in the Premises beyond the expiration or termination of the Term, shall not be deemed to be a renewal or extension of this Lease or any extension thereof or the exercise of any option to extend or renew this Lease, but said holding over shall be deemed a tenancy from calendar month to calendar month at a monthly Rent equal to two hundred percent (200%) of the Monthly Installment for the last month paid under the Term. A month-to-month tenancy arising by holding over under this Section may be terminated by either Landlord or Tenant giving written notice to the other party hereto on or before the day any Monthly Installment is due with termination becoming effective on the day the next following Monthly Installment would have otherwise become due.

**ARTICLE 27****Remedies Not Exclusive; Waiver.**

27.1 Each and every of the rights, remedies and benefits provided by this Lease to Landlord are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

27.2 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

**ARTICLE 28****Right To Show Premises.**

28.1 Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises at any time during the Term of this Lease.

**ARTICLE 29****Landlord's Liability.**

29.1 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment (subject to any prior mortgages and ground or underlying leases) and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other

income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

## ARTICLE 30

### General.

30.1 References in this Lease to Persons have been generalized for ease of reading. Therefore, references to a single Person will also mean more than one Person whenever such usage is appropriate (for example, “**Tenant**” may include, if appropriate, a group of Persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered inter-changeable with pronouns of other genders. If a party consists of more than one Person, such Persons shall be jointly and severally liable for the obligations of such party under this Lease.

30.2 Any waiver or waivers by either party of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by either such party with respect to any act, neglect or default by the other party will not waive or make unnecessary the other party’s consent or approval with respect to any later similar act, neglect or default by such other party.

30.3 In the event any provision contained herein shall be held to be invalid or unlawful for any reason, such provision shall be deemed to be stricken from this Lease, with the understanding that the remaining provisions hereof shall continue to be binding on the Parties.

30.4 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any sections, paragraphs or clauses.

30.5 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

30.6 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of each of Landlord and Tenant.

30.7 The laws of the state in which the Premises are located will control in the construction and enforcement of this Lease, without regard to any laws or policies of such state regarding conflicts of law.

30.8 Time is of the essence of all terms and conditions of this Lease.

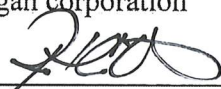
30.9 Landlord and Tenant each represent and warrant to the other that neither of them has contacted a broker, finder or similar Person in connection with this Lease, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and expense, including reasonable attorneys' fees, incurred as a consequence of any claim asserted by a Person alleging to have dealt with one of the Parties hereto in connection with this Lease.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

**LANDLORD:**

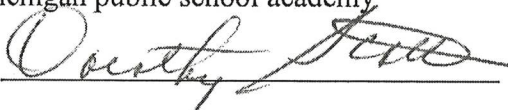
National Heritage Academies, Inc.,  
a Michigan corporation

By:   
Robert Owen

Its: Chief Financial Officer

**TENANT:**

Timberland Charter Academy  
a Michigan public school academy

By:   
Its: Board President

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF PREMISES**

All that part of the Northwest  $\frac{1}{4}$  of Section 26, Town 10 North Range 16 West, Muskegon Township, Muskegon County, Michigan together with Lots 135 and 136 of Home Gardens, Muskegon County, Michigan as recorded in Liber 6 of Plats, page 36, Muskegon County Records described as: Commencing at the West  $\frac{1}{4}$  corner of said Section 26; thence North  $02^{\circ}47'14''$  East 1338.34 feet, along the west line of said Section 26, to the south line of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 26; thence South  $89^{\circ}09'26''$  East 995.45 feet, along said south line, to the west line of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the said Section 26, for the PLACE OF BEGINNING OF THIS DESCRIPTION: Thence North  $02^{\circ}33'10''$  East 33.01 feet, to the south line of said Lot 136; thence North  $89^{\circ}09'26''$  West 297.38 feet, to the southwest corner of said Lot 136; thence North  $02^{\circ}30'40''$  East 330.00 feet, along the west line of said Lots 135 and 136, to the northwest corner of said Lot 135; thence South  $89^{\circ}09'33''$  East 297.62 feet, along the north line of said Lot 135 to the west line of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 26; thence North  $02^{\circ}33'10''$  East 318.67 feet, along said west line to the south line of the North 650 feet (perpendicular measurement) of said East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 26; thence South  $88^{\circ}47'36''$  East 330.83 feet, along said south line, to the east line of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 26; thence South  $02^{\circ}28'27''$  West 679.57 feet, along said east line to the south line of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 26; thence North  $89^{\circ}09'26''$  West 331.82 feet, along said south line to the place of beginning. Subject to all easements and restrictions of record.

# **CERTIFICATE OF USE AND OCCUPANCY**

## **PERMANENT**

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

**Building Permit No. B025200  
Timberland Charter Academy  
2574 McLaughlin Ave  
Muskegon, Michigan  
Muskegon County**

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

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



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

**August 24, 2007**