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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

**WILLIAM C. ABNEY ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

WILLIAM C. ABNEY ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2022**

GENERAL INDEX

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to William C. Abney 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 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Sixth (K-6) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

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

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

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

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments owned 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: William C. Abney Academy
Attn: Board President
1435 E. Fulton Street
Grand Rapids, MI 49503

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 three (3) years until June 30, 2025, 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.

WILLIAM C. ABNEY 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 – William C. Abney Academy,
Grand Rapids (3 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 20, 1998, initially authorized the issuance of a contract to charter William C. Abney Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meetings on February 29, 2008 and April 26, 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 three (3) year term beginning July 1, 2022, and ending June 30, 2025;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy 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 4th 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 APRIL 26, 2019:

Reauthorization of 6a Charter Contract – William C. Abney Academy, Grand Rapids (3 years)

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

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on November 4, 2011, authorized the conversion of the Academy from a 6a public school academy to a 6e School of Excellence; and

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

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a 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, authorizes a change in status from a 6e to a 6a contract, and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a 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 30th day of April 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 NOVEMBER 4, 2011:**

William C. Abney Academy Contract Conversion Authorizing Resolution

On motion by Mr. Hooker and second by Mr. Thomas, the following resolution was adopted unanimously:

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

AUTHORIZING RESOLUTION FOR WILLIAM C. ABNEY ACADEMY, A SCHOOL OF EXCELLENCE:

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

Frank E. Berrodin	2 year term expiring June 30, 2013
Jathan K. Austin	2 year term expiring June 30, 2013
Michael W. Daniels	2 year term expiring June 30, 2013
David J. Wilson	3 year term expiring June 30, 2014
5. The University Board approves and authorizes the issuance of School of Excellence contracts to the Academies and authorizes the University President or designee to execute contracts to charter Schools of Excellence and related documents issued by the University Board to each Academy, provided that, before execution of the contract, the University President or his designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract.

William C. Abney Academy Contract Conversion Method of Selection Resolution

On motion by Mr. Kennedy and second by Ms. Padnos, the following resolution was approved unanimously:

A SCHOOL OF EXCELLENCE BOARD OF DIRECTORS: METHOD OF SELECTION AND APPOINTMENT

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Method of Selection and Appointment of a School of Excellence Board Member:
 - a. Initial School of Excellence Board Member Nominations and Appointments: As part of the School of Excellence application, the applicant shall propose to the University Charter Schools Office Director ("CSO Director"), the names of proposed individuals to serve on the initial board of directors of the proposed School of Excellence Academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the School of Excellence applicant ("Applicant"). To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the School of Excellence Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.
 - b. Subsequent School of Excellence Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO Director:

(i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.

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

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, a School of Excellence Board Member Questionnaire and a release for criminal records and history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of the University or be a member of the University Board.
3. Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, Academy Board appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

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

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

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

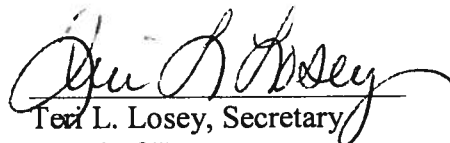
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 10th day of November, 2011.


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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 29, 2008:

08-1-13 (13) Charter Schools Report

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

William C. Abney Academy, Grand Rapids (7 year)

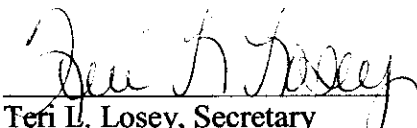
WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 20, 1998, authorized the issuance of a contract to charter a public school academy to William C. Abney Academy (the "Academy") and on June 4, 1998, the contract was executed.

NOW, THEREFORE, BE IT RESOLVED:

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

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning June 5, 2008 and ending June 30, 2015.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy for a 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 9th day of April, 2008.


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



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 20, 1998:

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

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

(11) William C. Abney Academy

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

AND WHEREAS, according to this statute, the Grand Valley State University Board of Control, the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies;

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

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

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

1. The William C. Abney Academy application submitted under Section 502 of the Revised School Code meets the University Board's requirements and the requirements of applicable law and is therefore approved.

2. The University Board approves the application and its support documents, including the articles of incorporation, as presented at the meeting. The William C. Abney Academy shall be organized as a Michigan nonprofit corporation under Section 502 of the Revised School Code.

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

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

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

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

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

c) Number of Directors. The initial number of members of the Board of Directors of William C. Abney Academy shall be eight (8). 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 William C. Abney 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 William C. Abney Academy shall not include (i) employees of William C. Abney Academy; (ii) Grand Valley State University officials or employees, as representatives of Grand Valley State University; (iii) members appointed or controlled by another profit or nonprofit corporation; and (iv) any director, officer or employee of a management company that contracts with the Academy.

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

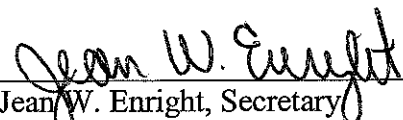
f) Removal of Members. Any member of the Board of Directors may be removed with cause by a two-thirds (2/3) vote of the University Board.

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 William C. Abney Academy:

William C. Abney	3 year term
Jerry Bishop	2 year term
Calvin Lamot Nichols	2 year term
Calvin Turner	3 year term
Eugene Anthony Jones	1 year term
Carleton Rudolph Golder	1 year term
Debra Fay Matthews	2 year term
Renard Corey Johnson	3 year term

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED MY NAME AS Secretary and have caused the seal of said body corporate to be hereto affixed this 13th day of May, 1998.


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

SCHEDULE 2

ARTICLES OF INCORPORATION

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

Date Received 2:00	AC1 (FOR BUREAU USE ONLY)
JUN 25 2019	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

TransInfo: 1 23733797-1 06/21/19
Chk#: 287622 Amt: \$10.00
ID: 800855103

FILED

JUN 25 2019

EFFECTIVE DATE:

Name Kenneth G. Hofman; MILLER JOHNSON		
Address 45 Ottawa Avenue, S.W., Suite 1100		
City Grand Rapids	State MI	ZIP Code 49503

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

ADMINISTRATOR
CORPORATIONS DIVISION

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

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

1. The present name of the corporation is:	William C. Abney Academy
2. The identification number assigned by the Bureau is:	800855103
3. All former names of the corporation are:	N/A
4. The date of filing the original Articles of Incorporation was:	May 1, 1998

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

ARTICLE I

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

1. The corporation is formed on a Nonstock basis.
(stock or nonstock)
2. If formed on a stock basis, the aggregate number of shares that the corporation has authority to issue is _____. If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:
- 3a. If formed on a nonstock basis, 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.
- 3c. The corporation is formed on a directorship basis.
(membership or directorship)

ARTICLE IV

1. The name of the resident agent is: Jathan K. Austin
2. The address of the registered office is:
1435 E. Fulton Street, N.E. Grand Rapids, Michigan 49503
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

See Attachments.

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

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

Signed this _____ day of _____, _____

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

- b. ☒ These Restated Articles of Incorporation were duly adopted on the 20th day of June, 2019, in accordance with the provisions of section 641 of the Act: (check one of the following)

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

Signed this 20th day of June, 2019

By Jathan K. Austin
(Signature of Authorized Officer or Agent)

Jathan K. Austin, President, William C. Abney Board of Directors
(Type or Print Name) (Type or Print Title)

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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; or
- (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:

<u># of Academy Board Positions</u>	<u># Required for Quorum</u>
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:

<u># of Academy Board Positions</u>	<u># Required for Quorum</u>	<u># Required to Act</u>
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 VII

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

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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 XI

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 XII

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 XIII

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

SCHEDULE 3

BYLAWS

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BYLAWS

OF

(NAME)

ARTICLE I

NAME

This organization shall be called (Name) (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 _____. The registered agent is _____. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees (“Board of Trustees”), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for 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	# for Quorum	# required to act
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 Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy

Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and

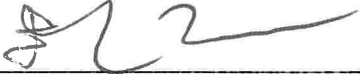
ARTICLE XII

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CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 20 day of ~~December~~ Nov, 2019



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 William C. Abney 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, www.michigan.gov/mde , 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 th 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- new schools only . (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 st & 2 nd Year PSAs and	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	
November 1	Audited Financial Statements for fiscal year ending June 30, 2022. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 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 st 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 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check mischool.net for the updated templates, or find them in the Epicenter Task.	CSO
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 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2023-2024. Must include board approved offered seat schedule.	CSO
May 15	Offered Seat Schedule per Grade	CSO
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 www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO

Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO
Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308	CSO
Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

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	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
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”

CLIENT SERVICES AGREEMENT

This AGREEMENT is signed this 30th day of June 2022 and is effective July 1, 2022 by and between William C Abney Academy (hereinafter WCAA) whose address is 2699 1435 Fulton St E, Grand Rapids, MI, 49503, and Charter HR Educational Services, LLC, a Michigan limited liability company located at 528 4th Street NW, Grand Rapids, MI 49504 (hereinafter "Charter HR Educational Services, LLC")

RECITALS

- A) WCAA is a Michigan public school academy under the direction of the WCAA Board of Directors ("Board").
- B) WCAA is authorized by Grand Valley State University ("Authorizer").
- C) Charter HR Educational Services, LLC is a Michigan Corporation with its offices at 528 4th Street NW, Grand Rapids, MI 49504.
- D) Charter HR Educational Services, LLC offers to Michigan Public School Academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.
- E) WCAA desires to engage Charter HR Educational Services, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, WCAA hereby contracts with (CHARTER HR EDUCATIONAL SERVICES, LLC), to the extent permitted by law, specified functions relating to the administration and management services.
- F) WCAA designates the employees of Charter HR Educational Services, LLC assigned to WCAA as agents of the WCAA having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

THEREFORE, the parties agree as follows:

1. Services Provided by Charter HR Educational Services, LLC. Charter HR Educational Services, LLC shall provide personnel services as outlined in this Agreement.
 - a) Selection of Employees. Charter HR Educational Services, LLC shall employ and assign to WCAA all such qualified and certified administrative staff, classroom teachers, instructors, and support staff as may be necessary to accomplish the educational mission of WCAA consistent with the WCAA Board's approved budget

("Covered Employees"). Charter HR Educational Services, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act. All work force positions of the WCAA shall be covered under this Agreement

b) Employee Agreements and Compensation. Charter HR Educational Services, LLC shall have the exclusive right to set all terms and conditions of such employment, which shall be established in a written employment agreement between Charter HR Educational Services, LLC, and each employee. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits, shall be established by WCAA through its budget and implemented by Charter HR Educational Services, LLC. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to the WCAA by Charter HR Educational Services, LLC, will be provided to the WCAA Board by Charter HR Educational Services, LLC upon request.

c) Health Care Insurance. Charter HR Educational Services, LLC shall provide comprehensive medical care insurance to all qualified employees assigned to the WCAA who are not covered by a spouse's plan. In addition, Charter HR Educational Services, LLC shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

d) Retirement Plan. Charter HR Educational Services, LLC shall make available to all qualified employees assigned to work at WCAA a retirement plan pursuant to IRC Section 401(k).

e) Payroll Taxes. Charter HR Educational Services, LLC shall report and pay all applicable federal, state and local employee and employer payroll taxes from Charter HR Educational Services, LLC's own accounts. Charter HR Educational Services, LLC will comply with all local, state and federal record keeping requirements.

f) Payroll Records. Charter HR Educational Services, LLC shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by Charter HR Educational Services, LLC. Charter HR Educational Services, LLC will provide all such policies and procedures WCAA on an annual basis.

h) Worker's Compensation Insurance. Charter HR Educational Services, LLC shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work at WCAA under this Agreement. Charter HR Educational Services, LLC shall provide a Certificate of Insurance to WCAA verifying coverage of Worker's Compensation insurance.

i) At-Will Employment Relationship. Charter HR Educational Services, LLC has the exclusive right to select staff for employment and to terminate with or without cause any employee with advance written notice to the WCAA chief administrator.

j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, Charter HR Educational Services, LLC shall have the exclusive right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. Charter HR Educational Services, LLC shall make good faith reasonable efforts to act in the best interest of WCAA with regard to its policy and procedure in exercising control over Covered Employees. WCAA agrees to cooperate and oversee Charter HR Educational Services, LLC in the implementation and supervision of all such policies and procedures.

k) Hiring, Evaluating, Supervising, Disciplining and Firing. Charter HR Educational Services, LLC shall have responsibility for the hiring, evaluating, supervising, disciplining and firing of Covered Employees. Charter HR Educational Services, LLC shall consult with the WCAA chief administrator concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. WCAA Board will have input on the selection and evaluation of the chief administrator.

l) On-site Supervision. Charter HR Educational Services, LLC shall be responsible for on-site employee supervision at the WCAA directly and through the Chief Administrator. The Chief Administrator will serve as the liaison to the WCAA Board on employment matters on behalf of Charter HR Educational Services, LLC. The chief administrator will supervise the overall operation of WCAA and keep the Board informed of employment related matters. The chief administrator shall be an employee of and shall assist Charter HR Educational Services, LLC with its administrative and personnel responsibilities on the WCAA' premises. As to all administrative and personnel matters, the Chief Administrator shall coordinate with and report to designated Charter HR Educational Services, LLC managers and officers at Charter HR Educational Services, LLC's home office. Charter HR Educational Services, LLC, after consulting with the Chief Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. Charter HR Educational Services,

LLC shall make good faith reasonable efforts to act in the best interests of WCAA with regard to WCAA's policies and procedures. Charter HR Educational Services, LLC shall ensure that the chief administrator follows all appropriate guidelines concerning Charter HR Educational Services, LLC's oversight of Covered Employees and complies with all Charter HR Educational Services, LLC directives dealing with its responsibilities herein above set forth.

2. Charter HR Educational Services, LLC Requirements.

a) Compliance with Applicable Criteria. Charter HR Educational Services, LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by Charter HR Educational Services, LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which the WCAA have secured or is seeking accreditation, including but not limited to the Authorizer and the Michigan Department of Education; and (iii) all other applicable written policies of WCAA as communicated to Charter HR Educational Services, LLC through the Chief Administrator, or the WCAA Board. Charter HR Educational Services, LLC shall promptly provide to WCAA, within twenty-four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against WCAA, employees assigned to WCAA, or Charter HR Educational Services, LLC.

b) Employment Laws. Charter HR Educational Services, LLC shall comply with all applicable federal, state and local employment laws. Charter HR Educational Services, LLC shall comply with the Fair Labor Standards Act and control all overtime.

c) Records. Charter HR Educational Services, LLC, through the chief administrator, shall maintain actual time records and verify the accuracy of all wage hour information provided to Charter HR Educational Services, LLC at the end of each pay period. Charter HR Educational Services, LLC shall verify the accuracy of all wage and salary reports which shall be supplied to WCAA by Charter HR Educational Services, LLC at the end of each pay period. WCAA shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above but shall reimburse Charter HR Educational Services, LLC for all such wages,

salaries or other compensation, including employee benefits, to Covered Employees pursuant to Section 5b below.

d) Compliance with Authorizer ESP policies. Charter HR Educational Services, LLC will be responsible for complying with Authorizer ESP policies only to the extent that such policies apply to human resource services support. Charter HR Educational Services, LLC will be responsible for supplying only information that they have in their possession in regards to the Services included in this Agreement.

e) Compliance with WCAA's Charter Contract. Charter HR Educational Services, LLC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with WCAA's obligations under the WCAA Charter Contract issued by Grand Valley State University Board of Trustees. The provisions of the WCAA Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

f) Compliance with Section 503c. On an annual basis, Charter HR Educational Services, LLC agrees to provide the WCAA 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 WCAA Board shall make the information available on the WCAA'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.

g) Compliance with Section 11.23 of Contract Terms and Conditions. Charter HR Educational Services, LLC shall make information concerning the operation and management of WCAA, including without limitation the information described in Schedule 6 of the Contract, available to WCAA as deemed necessary by the WCAA Board in order to enable WCAA to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.

3. WCAA Requirements. WCAA shall provide the following:

a) Personnel Requirements. Advise Charter HR Educational Services, LLC, through the Chief Administrator, of the teachers, instructors, and administrators required by WCAA, consistent with its approved budget, to perform its mission.

b) Insurance. Maintain all necessary insurance in accordance with Paragraph 8 of this Agreement.

c) Financial Reports. Prepare annual budgets and all required financial reports for WCAA.

d) Employee Benefits. WCAA shall provide to Charter HR Educational Services, LLC a written statement with regard to all policies concerning employee benefits, if any. These policies shall comply with all federal, state and local governmental laws and regulations.

e) Confidential Information. WCAA shall be solely responsible for instituting and maintaining safeguards and procedures for handling confidential information, money or other valuables of staff assigned to WCAA. Charter HR Educational Services, LLC may require bonding of such individuals. WCAA shall give Charter HR Educational Services, LLC written notice of such individuals. It shall be the sole responsibility of WCAA to protect such valuables.

f) Discipline, Layoff, or Termination of Employees. WCAA agrees to comply with all Charter HR Educational Services, LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. WCAA further agrees to immediately notify Charter HR Educational Services, LLC of any material change in the current business operations of WCAA.

g) Personnel Issues. In the event WCAA becomes dissatisfied with the performance of any individual Charter HR Educational Services, LLC employee assigned to WCAA, Charter HR Educational Services, LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested. All decisions regarding the disposition of such requests are at the sole discretion of Charter HR Educational Services, LLC.

h) Applicant/Employee Background Checks. Charter HR Educational Services, LLC, or its designated subcontractor shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation; however, WCAA shall perform all criminal records check and unprofessional conduct check activities required by federal, state or local law, including the Michigan Revised School Code (the “Code”), of all Covered Employees. The parties acknowledge that currently such checks may be undertaken by a designated WCAA board member using the methodology recommended by the Michigan State Police. The results of the screening and investigation will be reported to Charter HR Educational Services, LLC **in a manner that accords with applicable law (e.g. “red light”/ “green light” letter.** All costs or fees incurred by Charter HR Educational Services, LLC in connection with the screening and investigation shall be billed to and

paid by WCAA. The results of the screening and investigation of pre-employment records must be made available for review by the Authorizer's Charter Schools Office in the manner and form compliant with applicable law. The parties shall develop a written policy and procedure that complies in all aspects with applicable law and the requirements of the Michigan State Police for the performance of the background and unprofessional conduct checks described herein, which shall be incorporated into the Board policy manual.

4. Term of Agreement. This Agreement shall commence on July 1, 2022 and continue for a period of thirty-six (36) months, through June 30, 2025. If WCAA and/or Charter HR Educational Services, LLC becomes obligated for MPERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may terminate this Agreement at any time upon providing ninety (90) days' notice to the other party. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any Charter Contract reauthorization, the Authorizer may require WCAA and Charter HR Educational Services, LLC to submit a new or amended Agreement for review by the Authorizer. WCAA must give Charter HR Educational Services, LLC ninety (90) day notice of termination.

5. Fees. WCAA shall pay Charter HR Educational Services, LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to WCAA equal to the total gross pay of all Covered Charter HR Educational Services, LLC employees assigned to WCAA multiplied times .0278 (the Service Fee rate). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates. The Service Fee may also be adjusted through an addendum to this Agreement if the parties agree, in writing, to modify the services provided by Charter HR Educational Services, LLC.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the

State and/or Federal government during the term of this Agreement. All benefits provided under Paragraph 1 d) and 1 e) will be billed to WCAA on a pay period basis. Charter HR Educational Services, LLC will provide written notice within five (5) business days of receiving notice of an increase to any of the costs other than the Service Fee costs and include said increase as of the effective date of the increase. However, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. WCAA, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective ninety (90) days after the date of cost increase.

6. Additional Costs, Fees and Expenses. WCAA shall pay all additional costs or expenses incurred by Charter HR Educational Services, LLC that are incidental to the performance of this Agreement and that have prior approval of the WCAA Board President or his/her designee. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, and employee training programs.

7. Payment of Costs, Fees and Expenses. WCAA shall execute a Wire Transfer to Charter HR Educational Services, LLC at least 48 hours prior to each payroll date, from the designated WCAA account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the WCAA Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 12. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts

8. Insurance. Charter HR Educational Services, LLC and WCAA shall maintain such policies of insurance as required by the Charter, the Authorizer's insurance carrier recommendations, and applicable law. Charter HR Educational Services, LLC's insurance is separate from and in addition to the insurance the WCAA 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 Charter HR Educational Services, LLC 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.

9. Safety Requirements. WCAA and Charter HR Educational Services, LLC shall comply with all safety, health and work laws, regulations and rules at its own expense. WCAA and Charter HR Educational Services, LLC shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. WCAA will reimburse at direct cost any required safety equipment or PPE required by Federal, State or Local regulation. All accidents involving employees shall be reported immediately to Charter HR Educational Services, LLC by the Chief Administrator. WCAA shall cooperate with Charter HR Educational Services, LLC's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect the WCAA properties.

10. Termination of Agreement.

a) By Charter HR Educational Services, LLC. Charter HR Educational Services, LLC, in its sole discretion, may terminate this Agreement, relieving it of all further responsibility under this Agreement, as of the ending date of the last payroll period immediately preceding any of the following events:

- i) WCAA files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for WCAA is closed;
- iii) WCAA requests a layoff of 25% of the workforce;
- iv) WCAA and its successors and assigns discontinue operation;
- v) WCAA meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows Charter HR Educational Services, LLC to terminate this Agreement.
- viii) Failure of WCAA to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.

b) By WCAA. WCAA may terminate this Agreement prior to the end of the term specified in Paragraph 4 in the event that Charter HR Educational Services, LLC shall fail to remedy a material breach within sixty (60) days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within sixty (60) days, then the cure period shall be extended for an additional thirty (30) days if Charter HR Educational Services, LLC proceeds to cure with reasonable dispatch. Notwithstanding the above, the notice requirement for breach by reason of 10.b.(i) or (vi) below is thirty (30) days. Material breach includes, but is not limited to:

- i) Charter HR Educational Services, LLC's failure to account for its expenditures or to pay its obligations as specifically noted in this agreement (provided funds are available to do so);
- ii) Failure of Charter HR Educational Services, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the WCAA Board and communicated to Charter HR Educational Services, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law;
- iii) Receipt by the WCAA Board of unsatisfactory reports from Charter HR Educational Services, LLC or from an educational consultant retained by the Board about matters concerning Charter HR Educational Services, LLC's performance or the performance of the staff which are not reasonably corrected or explained;
- iv) Charter HR Educational Services, LLC's failure to abide by all applicable laws in its administration of this Agreement;
- v) Charter HR Educational Services, LLC files for bankruptcy or becomes insolvent;
- vi) Charter HR Educational Services, LLC discontinues operations;
- vii) Charter HR Educational Services, LLC meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act; or

viii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows WCAA to terminate this Agreement.

c) In the event WCAA terminates this Agreement pursuant to this Paragraph, WCAA shall pay all charges due under this Agreement through the last date of services provided by Charter HR Educational Services, LLC.

d) WCAA has the right to terminate the contract without prior notice if the Authorizer threatens to terminate the WCAA charter contract if the client service agreement with Charter HR Educational Services, LLC is not terminated.

e) If WCAA's Charter Contract issued by the Grand Valley State University Board of Trustees is suspended, reconstituted, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically terminate on the same date as WCAA's Contract is suspended, reconstituted, revoked or termination without further action of the parties.

f) Amendment Caused By Site Closure or Reconstitution. In the event that the WCAA is required (i) to close an WCAA site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 [561 if SOE] of the Code, MCL 380.507 [.561 if SOE]; or (ii) to undergo a reconstitution pursuant to Section 507 [561 if SOE] of the Code, MCL 380.507 [561 if SOE], and of the Contract Terms and Conditions, and such closure of an WCAA 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 WCAA site closure or reconstitution, with no cost or penalty to the WCAA, and the ESP shall have no recourse against the WCAA or the University Board for implementing such site closure or reconstitution."

g) The provisions of Paragraph 12 pertaining to arbitration of disputes shall not operate to limit the parties' rights to terminate under this paragraph.

11. Indemnification.

a) Charter HR Educational Services, LLC. Charter HR Educational Services, LLC shall indemnify and hold the Authorizer and WCAA, including its officers, directors, and agents, harmless from any and all third-party claims, actions, damages, expenses, losses or awards, including employment related claims by Charter HR

Educational Services, LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of (i) the negligence or intentional misconduct of Charter HR Educational Services, LLC, (ii) any action taken or not taken by Charter HR Educational Services, LLC, or (iii) any noncompliance or breach by Charter HR Educational Services, LLC of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement made at the sole direction of Charter HR Educational Services, LLC. This indemnification shall include any failure on the part of Charter HR Educational Services, LLC that results in violations of federal, state and local laws and regulations. Charter HR Educational Services, LLC shall not be responsible to indemnify WCAA for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to WCAA and shall be not less than \$1,000,000 per occurrence. As used herein, Charter HR Educational Services, LLC shall include directors, officers, agents and attorneys.

b) WCAA. To the extent not prohibited by the Charter or applicable law, WCAA hereby agree to indemnify, defend, and hold Charter HR Educational Services, LLC 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 WCAA Board, (ii) any action taken or not taken by the WCAA Board, or (iii) any noncompliance or breach by WCAA of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement made at the sole direction of WCAA. As used herein, WCAA shall include directors, officers and attorneys. This indemnification shall include any failure on the part of WCAA for violations of federal, state and local laws and regulations. WCAA shall not indemnify Charter HR Educational Services, LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of WCAA. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to Charter HR Educational Services, LLC and shall be not less than \$1,000,000 per occurrence. Notwithstanding anything in this Agreement to the contrary, the WCAA Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

c) Indemnification of Grand Valley State University. The parties (WCAA and Charter HR Educational Services, LLC) 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."

12. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both WCAA and Charter HR Educational Services, LLC agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Kent County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either WCAA or Charter HR Educational Services, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their

choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law. The arbitrator's award will be final and binding on both parties and may be enforced in a court of competent jurisdiction.

This Arbitration clause shall not operate to negate the parties' respective rights to terminate the Agreement under paragraph 10. All arbitration rights shall survive the termination of the Agreement.

13. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, approved by the WCAA Board, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

14. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

WCAA:

Charter HR Educational Services, LLC:

Attn: Board President
1435 Fulton St E

528 4th Street NW

Grand Rapids, MI 49503

Grand Rapids MI 49504

With a copy to:

CS3 Law PLLC

Attn: Nicole Burnside

888 West Big Beaver Road

Troy, MI 48084

nburnside@cs3law.com

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed. The parties agree to provide simultaneously unofficial copies of all notices electronically to the email on record for both Charter HR Educational Services, LLC and the WCAA Board President.

15. Responsibility or Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

16. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

17. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

18. No Third-Party Rights. This Agreement is intended solely for the benefit of Charter HR Educational Services, LLC and WCAA, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

19. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

20. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.

21. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

22. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

23. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

24. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the WCAA Board, except that Charter HR Educational Services, LLC may assign its rights and duties to an entity within the Charter HR Educational Services, LLC organization upon 60 days' written notice to the WCAA Board and provided the WCAA Board approves said assignment.

25. WCAA Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the WCAA Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of WCAA as provided under Michigan law. This Agreement does not prohibit the WCAA from acting as an independent, self-governing public bodies, or allow public decisions to be made other than in compliance with the Open Meetings Act.

26. Governmental Immunity. No provision of this Agreement is intended to restrict the WCAA Board from waiving or requiring them to assert its governmental immunity. Nothing in this paragraph shall prohibit Charter HR Educational Services, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law. WCAA shall not waive or assert any rights to the sole detriment of Charter HR Educational Services, LLC related to WCAA's obligations to Charter HR Educational Services, LLC under this Agreement unless said actions are the result of an alleged breach of this Agreement by Charter HR Educational Services, LLC.

27. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to WCAA are WCAA property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All WCAA records shall be physically or electronically available, upon request, at WCAA's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, Charter HR Educational Services, LLC shall not restrict

the Authorizer's, the public's, or the independent auditor's access to WCAA's records consistent with applicable statutes.

a) Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the Code, Charter HR Educational Services, LLC shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an WCAA student's education records.

b) Certain Prohibitive Conduct Regarding WCAA Student Records. If Charter HR Educational Services, LLC receives information that is part of an WCAA student's education records, Charter HR Educational Services, LLC shall not sell or otherwise provide the information to any other person except as permitted under the Code.

c) For purposes of paragraphs a) and b) 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.

28. Independent Auditor. Charter HR Educational Services, LLC shall not select or designate the independent auditor, accounting firm or legal counsel for WCAA. All finance and other records of Charter HR Educational Services, LLC relating to WCAA will be made available to WCAA's independent auditor at the request of WCAA or the auditor.

29. Procurement of Equipment, Materials, and Supplies. If Charter HR Educational Services, LLC procures equipment, materials, and supplies at the request of or on behalf of WCAA, Charter HR Educational Services, LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by Charter HR Educational Services, LLC on behalf of or as the agent of WCAA are the property of WCAA. When making a purchase on behalf of or as agent of WCAA, Charter HR Educational Services, LLC shall comply with Section 1274 of the Code as if WCAA were making a purchase directly from a third party.

30. WCAA Proprietary Rights. WCAA owns all proprietary rights to curriculum, educational or management materials that:

- a) are either directly developed or paid for by WCAA;
- b) are developed by staff assigned to work at WCAA.

All educational materials and teaching techniques used by WCAA may be subject to disclosure under the Revised School Code and the Freedom of Information Act.

31. Charter HR Educational Services, LLC Proprietary Rights. Charter HR Educational Services, LLC owns all proprietary rights over curriculum, educational or management materials:

a) previously developed or copyrighted by Charter HR Educational Services, LLC or

b) developed by Charter HR Educational Services, LLC for WCAA with its own funds independent of the Service Fees under this Agreement.

All educational materials and teaching techniques are subject to disclosure under the Code and the Freedom of Information Act.

32. Employment Liability. Charter HR Educational Services, LLC is the sole employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

33. Marketing and Development. Should Charter HR Educational Services, LLC provide marketing and development services to WCAA, the cost paid by or charged to WCAA shall be limited to those costs specific to the WCAA program and shall not include any costs for the marketing and development of Charter HR Educational Services, LLC.

34. Compliance with Charter Contract. WCAA and Charter HR Educational Services, LLC intend for this Agreement to comply with the Charter Contract issued by the Authorizer to WCAA and the Education Service Provider Policies issued by the Authorizer's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Charter Contract or Policies, that provision is invalid, and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by the Authorizer will be borne by WCAA and subject to Charter HR Educational Services, LLC's ability to perform. If the additional costs are deemed excessive by the WCAA Board, and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

This Agreement is executed as of the date first written above.

William C Abney Academy

By:  _____

Its Board President – Pastor Jathan Austin

Charter HR Educational Services, LLC

By: _____
Its President – Kellie Haines

(William C Abney Academy)

06/09/2022



SIGNATURE CERTIFICATE



REFERENCE NUMBER
412E4A96-02F1-4EBD-BBB2-8BA735C3CADA

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 412E4A96-02F1-4EBD-BBB2-8BA735C3CADA	Document Name Wcaa - Axios Contract - 07-01-22
Transaction Type Signature Request	Filename wcaa_-_axios_contract_-_07-01-22.pdf
Sent At 06/30/2022 15:29 EDT	Pages 19 pages
Executed At 07/01/2022 13:58 EDT	Content Type application/pdf
Identity Method email	File Size 181 KB
Distribution Method email	Original Checksum fd4b7edbf1b98ffad31ce6591627f7b520db0c9891511532c6f05cfe3beff901
Signed Checksum 210584c5d401cf8dddfd16645342ed90879a417c523cb89e40f5d116c1270325	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Pastor Jathan Austin	Status signed	Viewed At 07/01/2022 12:07 EDT
Email jathankaustin@me.com	Multi-factor Digital Fingerprint Checksum 2865613261fd7a3e39d5215311caaeca5b16c2a508c43c27a3238611e7e9976f	Identity Authenticated At 07/01/2022 13:58 EDT
Components 18	IP Address 166.194.132.15	Signed At 07/01/2022 13:58 EDT
	Device Mobile Safari via iOS	
	Drawn Signature 	
	Signature Reference ID 1F7E9FC2	
	Signature Biometric Count 261	
Name Kellie Haines	Status signed	Viewed At 06/30/2022 17:26 EDT
Email khaines@axioshr.com	Multi-factor Digital Fingerprint Checksum ea2141610f0d308a7e6eb52f1afb261787a4c8b0ed8c9119c6d0a4e88625793	Identity Authenticated At 06/30/2022 17:27 EDT
Components 1	IP Address 174.210.227.129	Signed At 06/30/2022 17:27 EDT
	Device Mobile Safari via iOS	
	Drawn Signature 	
	Signature Reference ID ABC66194	
	Signature Biometric Count 127	

AUDITS

TIMESTAMP	AUDIT
06/30/2022 15:29 EDT	Mikay Bardallis (mbardallis@axioshr.com) created document 'wcaa_-_axios_contract_-_07-01-22.pdf' on Chrome via Windows from 52.252.199.7.
06/30/2022 15:29 EDT	Kellie Haines (khaines@axioshr.com) was emailed a link to sign.
06/30/2022 15:29 EDT	Pastor Jathan Austin (jathankaustin@me.com) was emailed a link to sign.
06/30/2022 17:26 EDT	Kellie Haines (khaines@axioshr.com) viewed the document on Mobile Safari via iOS from 174.210.227.129.
06/30/2022 17:27 EDT	Kellie Haines (khaines@axioshr.com) authenticated via email on Mobile Safari via iOS from 174.210.227.129.
06/30/2022 17:27 EDT	Kellie Haines (khaines@axioshr.com) signed the document on Mobile Safari via iOS from 174.210.227.129.
06/30/2022 20:24 EDT	Pastor Jathan Austin (jathankaustin@me.com) was emailed a reminder.
07/01/2022 10:41 EDT	Pastor Jathan Austin (jathankaustin@me.com) was emailed a reminder.
07/01/2022 12:07 EDT	Pastor Jathan Austin (jathankaustin@me.com) viewed the document on Mobile Safari via iOS from 96.75.59.238.
07/01/2022 13:58 EDT	Pastor Jathan Austin (jathankaustin@me.com) authenticated via email on Mobile Safari via iOS from 166.194.132.15.
07/01/2022 13:58 EDT	Pastor Jathan Austin (jathankaustin@me.com) signed the document on Mobile Safari via iOS from 166.194.132.15.

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

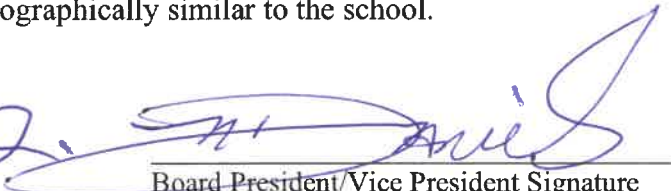
Academic Achievement

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

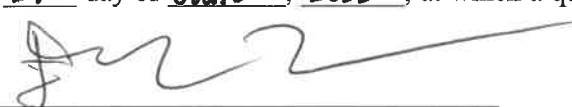
As measured by the state assessment, the school's mean student growth percentile rank in English language arts and math will meet or exceed the select peer schools' mean student growth percentile rank. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically,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

Date: 6/21/22


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the WCAA Board of Directors at a properly noticed open meeting held on the 21st 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 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

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

Charter HR Educational Services
Job Description for William C Abney

Title: Principal
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Board of Directors

Job Summary

The Principal provides leadership for all aspects of the day-to-day operations of the School while serving as a centralizing leadership figure within the school and the local community. While working closely with, and reporting directly to, the Board of Directors ("Board"), the Principal will tend to the issues that concern the school as a whole and will facilitate communication/build consensus among the teachers, staff, families and Board. The Principal should have a larger vision for the future direction of the school while continuing to support and encourage the preservation of schools mission throughout the school.

Duties and Responsibilities

- Maintain a safe, orderly environment for adults and children
- Authorize expenditures within budget
- Attend, arrange for and prepare for meetings with the Board
- Maintain requirements of Codes for present facilities
- Represent and interpret school program to the community
- **Supervise Staff**
 - Provide a sounding board for teaching staff
 - Monitor and attend teacher meetings
 - Participate in parent conferences as needed
 - Meet individually with faculty/staff as needed
 - Help provide resources for the teaching staff
 - Evaluate with the staff their in-service training needs and find, or help plan for, training experiences to meet these needs
 - Help facilitate communication between staff members, and between staff and parents
 - Participate in the interviewing and hiring of faculty and staff
 - Makes final decision and contacts media for changes in daily hours of operations
 - Develop school calendar for recommendation to the board
- **Drive Communication and Development for Parents**
 - Be available at scheduled times weekly for conferences, informal conversations, or phone calls with parents
 - Be available at for unscheduled talks with parents when needed. In these contacts, serve as a listener, a consultant, a trouble-shooter, or a communicator of school procedure or policy, as appropriate to the situation

- Set tone that allows and encourages parent involvement in the school
- Consults with parent groups about planned activities
- Develop and maintain a parent handbook to acquaint parents with school program, procedures, policies, services, events, calendar, staff, etc
- **Educational Community Responsibilities**
 - Research and stay informed about expectations of local public and private schools for children of various ages or grade levels
 - Be a resource for staff, parents, and Board about educational issues that are relevant to them
 - Maintain correspondence and other requirements of relationships with Grand Valley State University, Michigan Department of Education and other professional member organizations
 - Public Relations and Community Responsibilities
 - Serve as primary communicator and director of communications between the Board and staff and the Board and parent body
 - Be available for interviews at public relations events for the school
 - Oversight of advertising, update website and brochures
 - Prepare and release press releases to relevant local media
- **Program Responsibilities**
 - Determine resources and techniques to determine whether program goals are being met
 - Observe in each classroom and meet monthly with teaching teams
 - Meet with teaching members to determine if the curriculum and instruction meets the needs of the students
 - Determine professional development needs for Teachers and Assistants
 - Prepare all reports for outside agencies, including the State of Michigan Department of Education and Department of Human Services
 - Plan and provide on-site professional development education for teachers
 - Plan and Implement Parent Development seminars and events
 - Be responsible for teacher requests for days off; keep a log of teachers' attendance
- **Admissions**
 - Answer all inquiries and meet with parents as needed
 - Maintain relationship with current families of enrolled students
 - Maintain up to date information on classroom openings and full-time equivalents, financial reports, and projections
 - Communicate with teachers regarding what is expected of them during Open Houses and school events
 - Work with the teachers to assist them in managing behavior and/or challenging issues in the classroom
 - Work with staff and faculty members to problem solve or to mediate disputes among co-workers
 - Work along with staff to determining and implementing a plan to address a child who presents a special need, including meeting with the family and/or providing the family with resources needed to address the need, which may include a change in schools

- Work with staff to determine if any students should not be promoted to the next grade
- Any additional duties the Board members deems important for the general community and health of the school

Knowledge, Skills, and Abilities

- Strong advocate for charter school education
- Previous experience working in a K-12 school required; some leadership experience preferred
- Robust leadership skills
- Experience creating an organization and maintaining sustainability preferred
- Proven experience with staff supervision and budget management
- Ability/willingness to lead in fund development, including identification of financial sources and meeting with various representatives
- Highly self-motivated
- Strong written and verbal communication skills
- Appreciation for students with learning differences as well as for students from diverse family and socio-economic situations
- Experience with a wide variety of computer hardware & software

Credentials and Experience

- Bachelor's degree in Educational Leadership/Administration with emphasis preferred in curriculum, supervision, evaluation, educational leadership and related fields
- Masters Degree preferred
- Business office and/or administrative experience
- Five plus years of experience working with children
- Administrator/Principal certification and/or experience strongly recommended, or be eligible for Administrative Certification
- Prior classroom teaching experience preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Incumbent must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities

- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Executive Assistant
Status: Full-Time
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

Executive assistant serve as a primary source of administrative support for the school and is the first line of contact for parents, staff, students, and visitors. As such, the executive assistant provides administrative support at the school, and helps respond to the needs and concerns of teachers, students, parents, and visitors.

Duties and Responsibilities

- Welcomes parents, students, staff and visitors to the school, provides information, as required by the principal, to those calling or visiting the school
- Addresses parent, student, staff, and visitor concerns with basic information and refers them to Climate and Culture Coach for advanced support and problem-solving
- Maintains confidentiality of parents, students, staff, and visitors when addressing sensitive matters
- Shares relevant information with principal in a timely manner
- Communicates relevant information to parents, students, and staff as required by principal
- Primary person responsible for staffing the front desk, monitoring and ordering supplies, as requested by the principal, and handling all mailing requirements for the building
- Provides data entry and ensures accurate and timely student attendance records are maintained by advisors
- Helps maintain records and documents for school and district compliance
- Helps develop and maintain program schedules, calendars, and class rosters
- Assists staff with administrative questions
- Helps coordinates fundraising activities
- Displays pleasant, professional demeanor at all times; and, contributes to the development of a positive staff culture.

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Active listening skills
- Professional etiquette and demeanor

- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control
 - Handle Pressure
 - Have a Positive affect with students and parents
 - Respond to parent/student inquiries
 - Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in a school office.
- Incumbent must be able to lift up to 40 pounds
- Sit up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Axios Charter HR, LLC
Job Description for William C Abney Academy

Title: Behavioral Strategist
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

The Behavior Specialist provides support to at-risk students addressing conduct, discipline, or attendance issues while helping these students become more academically successful.

Duties and Responsibilities

- Under limited supervision, advises and/or coordinates services to support implementation of Positive Behavioral Interventions & Supports (PBIS)
- Supports implementation of general supervision to ensure compliant policies, practices, and procedures that comply with federal regulations and state rules.
- Must be able to prepare guidelines, memoranda, reports, and presentation materials.
- Conducts training and staff development activities.
- Provides specific coaching supports to develop capacity for effective implementation and sustainability of the comprehensive PBIS framework. T
- his position will be responsible for assisting in developing, implementing, and monitoring comprehensive plans to address the needs of all students through the PBIS framework.

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student and staff needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Physical Demands / Work Environment

- Incumbent must be able to lift up to 25 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Paraprofessional
Status: Full-Time or Part-time / Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Climate and Culture Coach

Job Summary

Assist the grade level Teachers in implementing learning experiences that advance the intellectual, emotional, social, and physical development of children within a safe, healthy learning environment.

Duties and Responsibilities

- Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts
- Act as substitute teacher when needed
- Provide support before, during, and after school supervision of students inside and outside the classrooms and building.
- Provide classroom support on an emergency or per-arranged basis.
- Communicate effectively with building personnel as part of a team.
- Demonstrate ability to notify and include parents into the instructional process.
- Have demonstrated ability to create a learning environment that stimulates participation and creativity.
- Monitors and supervises students during lunch periods
- Maintains and supports the school culture at all times
- Enforces safety, appropriate behavior standards and lunchroom policies

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Classroom management skills
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity

- Be Dependable
- Show Emotional Control
- Handle Pressure
- Have a Positive affect with students and parents
- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- Associate Degree in educational focus area
- Bachelor's degree preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trip.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: LRE Para
Status: Full-Time Non- Exempt
Pay Range: Commensurate with Experience
Reports To: SPED Intervention Coordinator

Job Summary

A LRE Paraprofessional, under general supervision, provides assistance to a teacher, performing a variety of tasks relating to the physical and instructional needs of students in a classroom setting; assists in the implementation of instructional programs, including self-help and behavior management as well as instruction.

Duties and Responsibilities

- Provides assistance to any eligible student with a disability when the individual educational planning team (IEPT) determines that additional assistance is necessary to support the student in a lesser restrictive general education classroom or community-based setting.
- Implements accommodations and modifications related to classroom activities based on needs identified in the student's IEP.
- Promotes social acceptance and interaction with general education peers.
- Promotes student independence in learning activities, completing classroom assignments and interacting with peers.
- Assists general and special education teachers in implementing daily lessons.
- Assists in implementing behavior intervention strategies.
- Maintains a log of specific support, as described in the student's IEP, which is provided while not under the direct supervision of a special education teacher.

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Classroom management skills
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control

- Handle Pressure
- Have a Positive affect with students and parents
- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- [Enter required credentials and minimum schooling]
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trip.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility. Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Family Liaison
Status: Full-Time
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

The Family Liaison will work collaboratively with families, education staff, partners and the community to ensure the needs of the whole child and supports parents/guardians in addressing family needs and setting and achieving ambitious community and family goals. The Family Liaison will serve as part of the Community School school/community teams.

Duties and Responsibilities

Family Engagement and Education

- Collaborate with teachers and instructional leaders to engage parents in the classroom and school, including meaningful volunteer/participation opportunities.
- Ensure that there is a welcoming environment for families and the community.
- Lead development and implementation of parent/family education opportunities, leveraging internal resources and community partners.
- Solicit parent/family input and planning assistance on parent/family education offerings.
- Implement and support activities to ensure a strong connection between home and school, including home learning activities.
- Engage parents/families in community school teams, parent advisory committees and other leadership opportunities.
- Lead parent leadership and parent mentor training programs.

Attendance

- Work with school staff when contacting parents of absent students to determine reasons for absence.
- With school staff review attendance on a regular basis to identify patterns of absenteeism.
- Determine supports needed to support regular attendance and connect parents to resources as appropriate.
- Educate families about the importance and benefits of regular attendance.

Other

- Facilitate successful authorizer audits
- Act as the LASSO for the academy
- Internal representative for human resource matters
- Coordinate with ESP

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following

competencies:

- Demonstrate the ability to relate joyfully to children
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control
 - Handle Pressure
 - Have a Positive affect with students and parents
 - Respond to parent/student inquiries
 - Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the school environment.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children

- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Job Description

Job Title: Accountant
Location: William C. Abney Academy
Department: Administration
Reports To: School Leader
FLSA Status: Full-time Salaried – Exempt
Prepared Date: 10/26/2018

Summary:

The Accountant assists School Leadership by administering the budget and the Academy Board's procurement and accounting policies to assure that financial and operating reports accurately reflect the Academy's condition and provide reliable information necessary to control operations. This position requires an appreciation for the education of students and the supportive services necessary to maintain a positive, productive, and satisfying work environment.

Job Qualifications – Education/Experience:

1. Minimum of a Bachelor's degree from an accredited college/university in accounting or related field.
2. Minimum five (5) years' experience in a related capacity.
3. Knowledge of Fund Accounting.
4. Completion of or *commitment to complete/progress toward MSBO Chief Financial Officer Certification (*within one year of employment).
5. Supervisory and teaming skills, excellent communication/interpersonal skills, knowledge and ability to effectively use computers and various software programs.
6. Ability to organize, prioritize, and work independently as well as schedule and produce work in an efficient and timely manner.
7. High degree of flexibility to meet demands and needs.
8. Broad knowledge of organization operations and policies.
9. High level of experience, discretion, integrity, and organization skills required.

Specific Duties and Responsibilities:

1. Coordinates work with other administrative staff to ensure proper separation of duties.
2. Maintains current cash flow forecasts and provides recommendations to School Leader regarding Academy's available funds.

3. Maintains records and prepares financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and the Michigan Department of Education Accounting Manual (Bulletin 1022).
4. Monitors State School Aid Status Reports to ensure foundation and categorical amounts and payment information are accurately reflected in the General Ledger. Notifies School Leader of major changes; investigates causes.
5. Supervises, checks, and verifies all purchase requests and invoices prior to payment.
6. Coordinates timekeeping with hourly staff and contracted HR/Payroll, including reviewing payroll records for accuracy.
7. Maintains federal and state grant files with approved budgets, expenditures, and payments. Prepares grant reimbursement requests and financial reports as required.
8. Assists in compiling budget information, including budget projections and amendments.
9. Prepares monthly bank reconciliations for all Academy accounts, to be reviewed and approved by Leadership.
10. Prepares local, state, and federal financial reports.
11. Finalizes fiscal year end for annual audit and works with auditors to prepare financial statements.
12. Monitors independent contractor financial oversight.
13. Coordinates the necessary finance-related record-keeping for major programs and grants, including but not limited to Special Education, Transportation, Title I & II, and Medicaid.
14. Attends regular Leadership Team meetings to share information and provide financial clarification as needed.
15. Performs other duties and projects as assigned.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities, or requirements.

DRUG FREE WORKPLACE REQUIREMENT: The employee shall remain free of any alcohol or non-prescribed controlled substance use in the workplace throughout his/her employment.

CERTIFICATES, LICENSES, REGISTRATIONS: Background check and criminal history check required.

LANGUAGE SKILLS: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations and communications. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present information and respond to questions from various groups including managers, coworkers, vendors, and the general public. Ability to respond effectively to the most sensitive inquiries or complaints, and to practice confidentiality in all matters.

MATHEMATICAL SKILLS: Ability to work with mathematical concepts such as probability and statistical inference, addition, subtraction, fractions, percentages, ratios, and proportions, and to apply them to practical situations.

REASONING ABILITY: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or scheduled form. Ability to define problems, collect data, establish

facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

PHYSICAL DEMANDS: The physical demand described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is occasionally required to stand, walk, and lift. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in an office environment. 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.

.....
I have read, understand, and have received a copy of this Job Description.

Employee's Name

Date

Employee's Signature

Supervisor's Signature

Date

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Administrative Assistant
Status: Full-Time Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Office Manager

Job Summary

Administrative assistants serve as a primary source of administrative support for the school and is the first line of contact for parents, staff, students, and visitors. As such, the administrative assistant provides front-desk administrative support at the school, and helps respond to the needs and concerns of teachers, students, parents, and visitors.

Duties and Responsibilities

- Welcomes parents, students, staff and visitors to the school, provides information, as required by the principal, to those calling or visiting the school;
- Addresses parent, student, staff, and visitor concerns with basic information and refers them to Climate and Culture Coach for advanced support and problem-solving;
- Maintains confidentiality of parents, students, staff, and visitors when addressing sensitive matters;
- Shares relevant information with principal in a timely manner;
- Communicates relevant information to parents, students, and staff as required by principal;
- Primary person responsible for staffing the front desk, monitoring and ordering supplies, as requested by the principal, and handling all mailing requirements for the building;
- Provides data entry and ensures accurate and timely student attendance records are maintained by advisors;
- Helps maintain records and documents for school and district compliance;
- Helps develop and maintain program schedules, calendars, and class rosters;
- Assists staff with administrative questions;
- Helps coordinates fundraising activities;
- Displays pleasant, professional demeanor at all times; and,
- Contributes to the development of a positive staff culture.

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Active listening skills

- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control
 - Handle Pressure
 - Have a Positive affect with students and parents
 - Respond to parent/student inquiries
 - Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in a school office.
- Incumbent must be able to lift up to 40 pounds
- Sit up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children

- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for WCAA

Title: Bus Driver
Status: Full-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Transportation Supervisor

Job Summary

Provides a safe transportation system in the best interest of all students with disabilities in a cost effective manner. Responsible for the organization, administration, supervision of the school district transportation system in accordance with state law and policies along with school district policies.

Duties and Responsibilities

- Drives a school bus safely in accordance with time schedules for transporting students to and from their homes, a variety of school sites, and on field trips as assigned.
- Oversees the loading and unloading of students, releasing students to authorized individuals and assures that safety belts are fastened.
- Maintains order and proper discipline of passengers; resolves disputes, documents, and reports severe disciplinary cases.
- Conducts accident investigations.
- Assures maintenance of bus is in safe and clean operating condition; reports needed mechanical repairs, installs special safety belts, sweeps interior of the bus and washes windows daily, services the bus with gas and oil, and follows established security procedures.
- Establishes drop off and pickup order of assigned students; confers with parents, supervisors, and other staff regarding transportation needs, plots route on map, documents route, and adjusts route for new and/or dropped students.
- Directs routing and scheduling of buses and reviews bus stop locations for safety and efficiency.
- Monitors students with special health problems while on bus after receiving written or oral instruction and is aware and alert to any sign of difficulty following prescribed instructions and procedures.
- Responds to inquiries and concerns in a timely manner.
- Maintains a variety of records and reports including but not limited to mileage, routing, maintenance, and time schedules.
- Represents the school in a positive and professional manner.
- Attends meetings, programs, and in-service trainings as assigned.
- Sets high standards and expectations and promotes professional growth for self and others.
- Assists the other routes when breakdown or other unusual circumstances occur as assigned.
- Performs other duties and responsibilities assigned by the Principal.

Qualifications:

- High school diploma or equivalent.
- Valid Driver's License with CDL C or CDL B Endorsement
- Exemplary work habits verified by previous employer.
- Exemplary driving record.
- Satisfactory criminal background check and drug screening.
- Solid record of punctuality.

Desired Requirements:

- Experience in a school setting with school-age children.

- Valid certifications required by the Department of Transportation and Michigan Department of Education.
- Knowledge and skills working with At-Risk students.
- First Aid and CPR Certification.

Certificates, Licenses, Registrations: Valid Michigan driver's license with good driving record. Must possess or obtain, and then maintain, valid Michigan Commercial Driver's License ("CDL") Class B with C and S endorsements and no Air Brake restriction.

Knowledge, Skills, and Abilities

To perform the job successfully, an individual should demonstrate the following competencies:

- **Problem Solving**
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics
- **Customer Service**
 - Strong customer service skills
 - Manages difficult or emotional situations
 - Responds promptly to students, parent, and staff needs
 - Finds ways to help students improve self-esteem issues and build confidence
- **Team Work**
 - Exhibits objectivity and openness to others' views
 - Gives and welcomes feedback
 - Contributes to building a positive staff spirit
 - Supports everyone's efforts to succeed
 - Recognizes accomplishments of other team members
- **Dependability**
 - Responds to management direction
 - Takes responsibility for own actions and keeps commitments
 - Commits to long hours of work when necessary to reach goals
 - Completes tasks on time or notifies appropriate person with an alternate plan

Credentials and Experience

- Associate or Bachelor's Degree in Administrative Services or similar preferred
- Criminal Justice Fingerprint/Background Clearance
- Experience with a variety of office computer & software products
- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

- Primary worksite will be in an office environment
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment
- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Business Manager
Status: Full-Time Exempt
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

Provide overall management of financial operations, practice growth, marketing and administration. Drive business functions and ensures employee efforts support organizational goals and objectives. Manage business and financial affairs related to the administration of business unit or department.

Duties and Responsibilities

- Assist School Leader in creating the school budget, manage daily spending to meet budget projections and advise the School Leader on expense trends and other financial matters
- Comply with sending district billing deadlines and ensure the receipt of these payments
- Ensure that the accounting procedures within the school system meet all federal, state, and local requirements
- Develop all financial reporting, including but not limited to:
 - drafting monthly financial reports to review with the School Leader
 - drafting quarterly board financial reports;
 - distribution of financial reports; and
 - completing and submitting financial reports
- Preparation of accounts payable and payrolls
- Assist in the completion of the Consolidated Resource Plan and Title 1 grant program and submit the necessary information for approval
- Explore alternative and innovative revenue sources and investments
- Supervise the preparation of bids and bid specifications and receive open bids; tabulate results and prepare written recommendations as appropriate
- Participate in fund development activities, including tracking grant purchases and other expenditures
- Perform related duties as assigned by supervisor
- Maintain compliance with all school, state, and federal policies and procedures

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment

- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control
 - Handle Pressure
 - Have a Positive affect with students and parents
 - Respond to parent/student inquiries
 - Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily split between an office and a lunch room.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Axios Charter HR, LLC
Job Description for William C Abney Academy

Title: Elementary Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

The Elementary School Teacher is a highly qualified teacher responsible for the instruction of academic, social, and motor skills to elementary school students.

Duties and Responsibilities

- Teaches reading, language arts, social studies, citizenship, mathematics, science and other subject matter areas commonly found in a comprehensive elementary school education program
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background in order to design instructional programs to meet individual needs
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Augment course content in the form of remediation, modification and enrichment
- Implement student's IEPs and attend IEP conferences as needed
- Grade student work and enter grades into an online grade book in a timely manner
- Evaluates students' academic and social growth, keeps appropriate records, including attendance, and prepares progress reports
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing students health, attitude, and learning problems
- Maintains order in classroom and on playground

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity

- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Elementary Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Incumbent must be able to lift up to 25 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for William C Abney Academy

Title: Climate and Culture Coach
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

The Climate and Culture Coach provides leadership for the implementation of the SOAR model at William C Abney. This includes coordination with district and school staff, formal training, meeting facilitation, partnership in leading school based initiatives and interventions and guidance needed to implement all components of the SOAR model to ensure a comprehensive equitable behavior support system.

Duties and Responsibilities

- Oversee various aspects of school climate and culture
- Implement and maintain positive behavior management systems
- Create structured school-wide systems and routines
- Provide classroom management trainings and support for teachers
- Host twice-monthly school-wide celebrations of student success
- Coordinate monthly SOAR parties and other student incentives
- Create individualized support plans for Tier 2 and Tier 3 students
- Collaborate with colleagues to develop ongoing behavioral strategies
- Track all behavioral data
- Develop partnerships with community arts organizations and seek funding opportunities
- Develop fine arts programs during and after school
- Coordinate school-wide arts performances and celebrations
- Advertise fine arts programming and seek opportunities to expand student enrollment
- Manage Climate and Culture Support team
- Other duties as assigned

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Analytical

- Synthesizes complex or diverse information
- Collects and researches data
- Uses intuition and experience to complement data
- Designs work flows and procedures

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures

- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Education or similar required
- Master Degree Preferred, Curriculum or Teaching focus
- At least five years full time experience in education
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Incumbent must be able to lift 25 pounds
- Must be able to sustain a high level of energy
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Custodian
Status: Full-Time or Part-time / Non-Exempt
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

Maintains school building(s) in a clean, sanitary, orderly and attractive setting. Provides daily general cleaning services in the building and more intensive cleaning tasks at specified intervals as directed by the building administrator.

Duties and Responsibilities

- Cleans rooms, hallways, lobbies, lounges, rest rooms, corridors, elevators, stairways, and other work areas as appointed.
- Sweeps, mops, scrubs, and vacuums hallways, stairs and office space.
- Sweeps, scrubs, waxes and polishes floors and hallways.
- Cleans and extracts rugs and carpets.
- Dusts furniture and equipment.
- Empties trash and garbage containers and transports to waste disposable area.
- Washes windows, door panels, sills, and general areas.
- Replenishes restroom supplies and cleans restrooms.
- Replenishes cleaning or general supplies to classrooms or rooms as requested.
- Maintains building, performing minor and routine repairs or activities.
- Notifies management concerning need for major repairs.
- Cleans and shovels snow and debris from sidewalks and designated areas. Salts sidewalks and designated areas during ice.
- Set up tables and chairs in auditoriums, rooms, or halls as designated.
- Attend to minor, unscheduled, cleanups or accidents as necessary.
- Bending, lifting and overhead work required.
- Attendance and punctuality to assignment required.
- Assists in other areas as directed by building principal or supervisor.

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Classroom management skills
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:

- Apply learning and training in a classroom environment
- Work outside of regular schedule when required
- Connecting with Children,
- Deal with Uncertainty
- Support Diversity
- Be Dependable
- Show Emotional Control
- Handle Pressure
- Have a Positive affect with students and parents
- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- [Enter required credentials and minimum schooling]
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trip.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility. Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Food Service Manager
Status: Full-Time Exempt
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

Maintain food and equipment inventories, and keep inventory records. Ensure customer service regarding food quality, service or accommodations. Monitor food preparation to ensure that food is prepared and presented in an acceptable manner. Count money and make bank deposits, monitor financial transactions. Schedule staff hours and assign duties.

Duties and Responsibilities

- Knowledge of methods, materials, equipment, and appliances used in food preparation
- Ability to manage personnel
- Effective planning and organizational skills
- Promote and maintain professionalism among staff
- Demonstrate good personal appearance and cleanliness in work habits
- Knowledgeable in commercial sanitation and safety practices

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control
 - Handle Pressure
 - Have a Positive affect with students and parents
 - Respond to parent/student inquiries
 - Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily split between an office and a lunch room.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Learning Coach

William C. Abney Academy is seeking an experienced, innovative, results-oriented professional to join a highly motivated team, pursuing excellence in educational performance and productivity that wins for kids. Specifically, we are seeking a Learning Coach who has a passion for disruptive innovation in the educational community and non-traditional learning, designed to ensure student and teacher success. Candidates need to be able to demonstrate a passion for education reform, the ability to work with a diverse group of people and a track record of success. Salary and benefits will be competitive and commensurate with qualifications.

Job Summary

Assist the School Leader in improving the quality of instruction at the Academy at an aggregate level as well as at the classroom and student level. Supports teachers in planning and delivering high-quality instruction by giving feedback, sharing best practices, and providing resources. Provide data to the School Leader to support effective assessment and training. May assist the Leader in planning and facilitating teacher collaboration and professional learning communities.

Duties and Responsibilities

- Develop, with the collaboration of the teacher, clear, realistic and important instructional goals, professional development goals that are standards based and reflect the individual needs of the teacher.
- Guide, teach, influence, and support teachers in planning and delivering high quality instruction in the classroom through reflection, collaboration, and shared inquiry.
- Observe teachers and review lesson plans and other teacher-generated documents to provide support for teachers around creating a collaborative/student-centered classroom with high-quality/high-impact learning
- Support significant learning of all students and teachers by supporting teachers in developing and sustaining consistent: 1) collaborative quality-focused and learner- centered cultures; 2) responsive and evidence-based instructional practices; and 3) inquiry-driven and evidence-based, decision-making
- Support teachers in developing excellence in the following areas: 1) understanding and organizing subject matter for student learning; 2) planning instruction and designing learning experiences for all students; 3) creating and maintaining an effective environment for student learning; 4) engaging and supporting all students in learning; 5) assessing student learning; 6) developing as a professional educator and 7) gathering and analyzing data to inform instruction and meet the needs of all students
- Share methods, materials, and other resources through modeling and other best practices to enhance teacher effectiveness in the areas of learning, instruction, classroom climate and culture and student behaviors.
- Research instructional and classroom management resources that best benefit the individual classroom teacher.
- Employ coaching processes that foster increased autonomy in direction and responsibility.
- Provide guidance while incorporating effective processes to achieve desired programmatic goals.
- Impart a repertoire of teaching methods, intervention strategies, and alternative modalities of learning that affect student achievement and behavior
- Facilitate reflective thinking and self-advocacy by being a neutral and active listener.
- Maintain conversations that are student-centered
- Advocate for relevant professional learning based on teacher needs and input.
- Determine appropriate research-based resources to improve the abilities and skills of individual teachers.
- Maintain consistent communication with the School Leader to share data, thoughts and observations and to celebrate successes and troubleshoot program issues.
- Other duties as assigned, as deemed allowable under respective funding source.

Education and Experience

- Master's Degree or Equivalent
- Minimum of five (5) years of professional teaching experience and holds a valid teaching degree
- Basic technological/computer skills

Requirement

- Current valid teaching certificate

Charter HR Educational Services, LLC
Job Description for WCAA

Title: Office manager
Status: Full-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

Perform clerical and secretarial duties. Provide information to parents and students to support personal and educational development of each student.

Duties and Responsibilities

- Perform receptionist duties: answer telephone, provide information to callers, take messages, forward phone calls as appropriate, greet visitors to building/guidance office and provide information or directions.
- Perform routine Word and Excel processing related to school functions.
- Compose, perform and type routine correspondence and reports and update lists.
- Sort and distribute district mail and school mailings.
- Maintain accurate student records in the areas of attendance, which may include perfect attendance, excellent attendance, unexcused absences and tardies. Assist in the maintenance of daily attendance (Power School)
- Maintain student records in Power School
- Contact parents regarding student absences.
- Assist in the supervision of students in the main office.
- Perform a variety of duties using various types of office equipment.
- Compile and complete necessary student information directories and attendance records and reports
- Compile, format and distribute announcements.
- Provide "nursing services" for students, as needed
- Assist parents, students and visitors as needed.
- Assist in compiling, maintaining and distributing various work to be done at the beginning and end of the school year.
- Coordinates necessary test accommodations to ensure access for students in Special Education and students who are English Language Learners;
- Responsible for accuracy of all data during the pre-identification process through the data reconciliation process;
- Maintains, updates, and troubleshoots testing data.

- Ability to work both independently and cooperatively, exercise independent judgment and creativity, organize work, manage, prioritize and complete multiple complex projects with tight deadlines.
- Perform other duties as assigned.
- Assist with maintaining the school's social media accounts when needed
- Completes student reports to MDE, GVSU, Kent ISD, and Kent County in a timely manner
- Supervise Administration Assistant(s)

Knowledge, Skills, and Abilities

To perform the job successfully, an individual should demonstrate the following competencies:

- **Problem Solving**
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics
- **Customer Service**
 - Strong customer service skills
 - Manages difficult or emotional situations
 - Responds promptly to students, parent, and staff needs
 - Finds ways to help students improve self esteem issues and build confidence
- **Team Work**
 - Exhibits objectivity and openness to others' views
 - Gives and welcomes feedback
 - Contributes to building a positive staff spirit
 - Supports everyone's efforts to succeed
 - Recognizes accomplishments of other team members
- **Dependability**
 - Responds to management direction
 - Takes responsibility for own actions and keeps commitments
 - Commits to long hours of work when necessary to reach goals
 - Completes tasks on time or notifies appropriate person with an alternate plan

Credentials and Experience

- Associate or Bachelor's Degree in Administrative Services or similar preferred
- Criminal Justice Fingerprint/Background Clearance
- Experience with a variety of office computer & software products

- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

- Primary worksite will be in an office environment
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment
- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

Axios Charter HR, LLC
Job Description for William C Abney Academy

Title: School Social Worker
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Funding: Position fully funded by a federal Title I Grant. Note: position is available based upon the availability of these supplemental funds.
Reports To: Principal

Job Summary

The primary function of the school Social Worker is to provide support services to eligible students, whose emotional/social problems interfere with their ability to obtain maximum benefit from the school's educational program. Act as liaison between parents/guardians, school, and public and private agencies responsible for student care and services.

Minimum Qualifications

- Limited Master's Social Work Licensure working towards full eligibility of Licensure
- Trained in behavioral intervention strategies
- Strong interpersonal skills to develop collaborative relationships with colleagues, administrators, behavior response teams, classroom teachers, support staff, students and parents
- Criminal Justice Fingerprint/Background Clearance

Preferred Qualifications

- Full Michigan clinical licensure in social work
- Two years' experience working with school-aged students

Duties and Responsibilities

- Adhere to and support board policy, school guidelines, administrative rules and directives
- Provide direct individual and small group support with children eligible under at-risk criteria
- Collaborate with school staff on behalf of students
- Take all necessary and reasonable precautions to protect students
- Facilitate outreach efforts to provide services to students, parents/guardians and staff
- Connect students, parents/guardians and staff with specialized referral agencies
- Understand, evaluate, and interpret academic performance data
- Develop, facilitate and provide training, coaching and implementation support to classrooms teachers, school staff and leadership teams
- Interpret information about students to the student, their parents/guardians, and staff
- Provide crisis intervention and behavior management to build students' ability to meet the school's expectations

- Participate in in-service activities promoted by the School
- Submit required reports promptly and accurately
- Perform other duties as assigned as related to and allowed by legislation respective to the funding source

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans

- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Physical Demands / Work Environment

- Incumbent must be able to lift up to 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly
- Primary work location will be within a school building
- Occasional outdoor duties may be assigned
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Axios Charter HR, LLC
Job Description for William C Abney Academy

Title: Special Education Coordinator
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal
Term: School Year

Job Summary

As an integral part of a school's instructional leadership team, the special education coordinator is responsible for overseeing programs that provide educational assistance to children with mental, psychological, learning, behavioral, or physical disabilities.

Duties and Responsibilities

- Oversight of all things special education both explicitly stated and implicitly implied in the context of special education.
- Meet all monitoring requirements for special education at the state level using the IDEA rules and regulations and the MARSE rules and regulations for reference timelines and process involved in delivering special education program and services to students with disabilities.
- Continuous Improvement and Monitoring Workbook Coordinator. This state workbook for special education is equivalent to the school improvement process for general education. At some point the two systems are to merge. It is important that Angela be included in leadership meetings and planning.
- Manage all caseloads and schedules for resource room teachers, social worker, LRE aide.
- Coordination and implementation of all Initial Evaluations, Re-evaluations and all staff required to participate in that process.
- Medicaid Coordinator for the district.
- Assist with the evaluation of special education staff
- Participate and complete all count day requirements with appropriate administration and support staff.
- Manage and oversight to the Comprehensive Therapy Contract for accuracy and approve for payment to the finance department.
- Manage all special education files and rules in regards to the retention of those special education records

- Oversight to behavior management and suspension and expulsion of students with disabilities with administration to ensure the district is following due process and using the discipline procedures created and in place for students with disabilities.
- Manage the special education budget and ensure staff have appropriate testing materials, protocols and materials as required by law.
- Participate and continue to grow and learn how to capture the most funding on the SE-4096 report with the finance director.
- Attend all monthly special education director meetings and all other special education meetings provided by Kent ISD
- Be an Ad Hoc member of the Child Study process as the special education representative only as needed to explain the special education process or to refer a student to testing for special education.
- Manage all the TINET/KISD reporting requirements for the district.
- Conduct small group Tier II interventions if available or scheduled.
- Lead the 504 process for the district.
- Reporting all state discipline as it relates to special education
- Participate in the hiring of all special education positions.
- Contribute to any disciplinary actions or performance improvement plans

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills

- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Elementary Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Incumbent must be able to lift up to 25 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Axios Charter HR, LLC
Job Description for William C Abney Academy

Title: Special Education Teacher
Status: Part-Time or Full -time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

Works both individually and with other teaching staff to instruct academic subjects to students requiring remedial work or additional assistance using special-help programs to improve scholastic performance.

Duties and Responsibilities

- Teaches basic subjects such as reading and math, applying lesson techniques designed for short attention spans
- Administers achievement tests and evaluates test results to discover level of various skills
- Augment course content in the form of remediation, modification and enrichment
- Implement student's IEPs and attend IEP conferences as needed
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background in order to design instructional programs to meet individual needs
- Evaluates students' academic and social growth, keeps appropriate records, and prepares progress reports
- Tracks student contact time for appropriate reporting of Title I or 31A expenditures
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Grade student work and enter grades into an online grade book in a timely manner
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in

- assessing students health, attitude, and learning problems
- Maintains order in classroom and on playground

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures

- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Special Education or similar required
- One to two years related teaching experience
- Current Michigan Teaching Certification with Special Education designation
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Incumbent must be able to lift up to 40 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for WCAA

Title: Transportation Manager
Status: Full-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

Insures the Transportation Team positively influences and promotes The Abney Way on a consistent basis, as it operates in an effective and efficient manner. The Transportation Manager will be instrumental in positively advancing excellence and growth in the areas of culture, process, and performance.

Duties and Responsibilities

- Organizes and implements a pupil transportation system within the policies of the Board of Education.
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Works with Human Resources on matters of:
 - Interviewing
 - Training employees
 - Appraising performance
 - Rewarding and disciplining employees
 - Addressing complaints and resolving problems.
 - Handling of all personnel-related matters which may arise.
- Provides staff training, including driver education, and directs State Department of Education bus driver certification activities for staff.
- Insures the performance management process, for self and team members, is implemented in a timely, effective, and efficient manner.
- Develops and maintains lists of children eligible for transportation. Works with Director and Supervisors of Special Education in student placement for transportation.
- Works with administration to develop annual budget. Monitors and approves expenditures.
- Keeps informed of all new laws and regulations impacting student transportation and enforces them.
- Manages student problems that may occur on buses.
- Approves field trips, athletic trips for transportation.
- Periodically checks the driving records of all bus drivers in order to assure student safety.
- Oversees the recordkeeping related to staff and reports to payroll.
- Keeps records for preparation of state and local reports such as inventories, pupils transported, route mileage, time records, special trip records, traffic accidents, and other required reports.
- Operates a school bus for training, repair or emergency purposes when the need to do so arises.

Supervisory Responsibilities: Bus drivers and bus attendants

Certificates, Licenses, Registrations: Valid Michigan driver's license with good driving record. Must possess or obtain, and then maintain, valid Michigan Commercial Driver's License ("CDL") Class B with C and S endorsements and no Air Brake restriction.

Knowledge, Skills, and Abilities

To perform the job successfully, an individual should demonstrate the following competencies:

- **Problem Solving**
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics
- **Customer Service**
 - Strong customer service skills
 - Manages difficult or emotional situations
 - Responds promptly to students, parent, and staff needs
 - Finds ways to help students improve self-esteem issues and build confidence
- **Team Work**
 - Exhibits objectivity and openness to others' views
 - Gives and welcomes feedback
 - Contributes to building a positive staff spirit
 - Supports everyone's efforts to succeed
 - Recognizes accomplishments of other team members
- **Dependability**
 - Responds to management direction
 - Takes responsibility for own actions and keeps commitments
 - Commits to long hours of work when necessary to reach goals
 - Completes tasks on time or notifies appropriate person with an alternate plan

Preferred Credentials and Experience

- Associate or Bachelor's Degree in Administrative Services or similar preferred
- Criminal Justice Fingerprint/Background Clearance
- Experience with a variety of office computer & software products
- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

- Primary worksite will be in an office environment
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment
- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

Charter HR Educational Services, LLC
Job Description for William C. Abney School

Title: Security
Status: Full-Time Exempt
Pay Range: Commensurate with Experience
Reports To: Climate and Culture Coach

Job Summary

This position's responsibilities include general housekeeping and minor maintenance of assigned building(s) including the upkeep of the grounds immediately surrounding the assigned building(s) preparing it for the next school day for students, staff, and visitors

Duties and Responsibilities

- Patrol all areas, both inside and outside, of the assigned site (i.e., hallways, parking lots restrooms, locker room, cafeteria, etc.) to prevent vandalism, theft, rules and/or law violations, loitering or any other questionable activity.
- Politely challenge all persons entering the building, directing those with authorized entry to their destination and removing unauthorized persons.
- Assist with the loading and unloading of busses. Provide assistance to the bus drivers whenever requested.
- Identify those persons responsible for violations of school rules and regulations or laws.
- Report all safety hazards and unsafe conditions to the building administrators.
- Be familiar with the facility, administration, staff and students at the assigned site.
- Provide security at school athletic events, parent-teacher conferences, graduations and other school related functions as authorized and directed.
- Cooperate in every way possible with the Police whenever they are on school property.
- Be alert of all radio traffic and limit radio communication to only that which is necessary and security related.
- Participate in training programs as requested.
- Cooperate with the school administration, staff, and students.
- Interact with co-workers, administration, students, parents and the community in positive, supportive and cooperative ways.
- Other duties as assigned.

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:

- Work outside of regular schedule when required
- Connecting with Children,
- Deal with Uncertainty
- Support Diversity
- Be Dependable
- Show Emotional Control
- Handle Pressure
- Have a Positive affect with students and parents
- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the school environment.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

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:

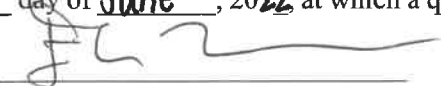
- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably 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: 4/21/22 
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the WCAA Board of Directors at a properly noticed open meeting held on the 21 day of June, 2022 at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

2022-2023 APPLICATION AND ENROLLMENT PERIOD

The William C. Abney Academy (“Academy”) shall establish an application and enrollment period to admit students for the 2022-2023 school year as provided for in this policy.

Offered Seats. The Academy shall make the following number of seats available for students during the 2022-2023 school year:

Grade Level	Offered Seats
Young 5's	20
Kindergarten	60
1 st Grade	60
2 nd Grade	60
3 rd Grade	60
4 th Grade	60
5 th Grade	60
6 th Grade	50
TOTAL	430

Eligibility for Enrollment. Enrollment at Abney is open to all Michigan residents. All Academy students are invited to re-enroll for the 2022-2023 school year in the appropriate grade if it is offered. An enrollment priority shall be granted to siblings of students currently enrolled at the Academy.

Re-Enrollment Period. Parents and legal guardians will receive an *Intent to Return* form to confirm re-enrollment prior to the commencement of the application and enrollment period. The deadline for submission of this form is on Monday, February 28 at 5:00 p.m.

Open Enrollment Period. New students are invited to enroll in the Academy during the open enrollment period. The Academy's open enrollment period shall begin on Tuesday, March 1 at 8:00 a.m. and shall end on Tuesday, March 15 at 5:00 p.m. New students are invited to apply at any time during this period.

Applications may be submitted:

At the school: Elementary school campus
 1435 Fulton Street East
 Grand Rapids, MI 49503

Online: <http://www.thewcaa.org/enrollment>

By fax: (616) 454-5598

Admissions and Random Selection Process. If applications received for any grade during the Open Enrollment Period do not exceed the number of offered seats, all applicants within that grade level are accepted. Students who apply after the open enrollment period has ended will be admitted or placed on the official waiting list for openings that may occur during the school year in the order in which applications are received.

If the number of applications received for any grade level exceeds the number of offered seats, applicants will be selected by a random selection process to determine which applicants are admitted or placed on the official waiting list for openings that may occur during the school year. If needed, the random selection will be held on Tuesday, March 22 at 6:00 p.m. in the school gymnasium.

Pursuant to applicable law, the charter contract, and the Academy board's policies, the random selection will be conducted in a manner that is open to parents, community members, and members of the public who would like to observe the process. The Academy shall notify all applicants of the results of the random selection.

ADMISSION OF STUDENTS

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

The Board will allow students who reside in Michigan, regardless of their citizenship or immigration status to enroll in the Academy in accordance with limits established by the Board. The Board shall meaningfully communicate material information about enrollment requirements and procedures with parents, including parents who have limited proficiency in English. Access to information regarding enrollment requirements and procedures shall be available on the Academy's web site. Because space is limited, each student must enroll each year. Preferences will be in writing and given to:

- A. pupils who were enrolled in the Academy in the immediately preceding school year;
- B. siblings of enrolled students.

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

The School Leader shall develop Administrative Procedures for the proper implementation of this policy.

Adopted 2/15/16
Revised 9/1/16

HOMELESS STUDENTS

References: 42 U.S.C. 11431 et seq. (McKinney - Vento Homeless Act)

Definitions

Children who are identified as meeting the Federal definition of "homeless" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the Academy. To that end, homeless students will not be stigmatized or segregated on the basis of their status as homeless. The Academy shall establish safeguards that protect homeless students from discrimination on the basis of their homelessness. The Academy shall regularly review and revise its policies, including school discipline policies that may impact homeless students, including those who may be a member of any of the Protected Classes (Policy 2260).

Homeless children and youth are defined as individuals who lack a fixed, regular, and adequate nighttime residence, and include children and youth who meet any of the following criteria:

- A. share the housing of other persons due to loss of housing, economic hardship, or similar reason
- B. live in motels, hotels, trailer parks, or camping grounds due to a lack of alternative adequate accommodations
- C. live in emergency or transitional shelters
- D. are abandoned in hospitals
- E. have a primary night time residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or
- F. live in a car, park, public space, abandoned building, substandard housing¹, bus or train station, or similar setting

Pursuant to the McKinney-Vento Act, an unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian.

¹ According to nonregulatory guidance from the U.S. Department of Education (ED), standards for adequate housing may vary by locality. Please see ED guidance for factors to consider when determining whether a child or youth is living in "substandard housing." *Education for Homeless Children and Youth Programs, Non-Regulatory Guidance, U.S. Department of Education (ED), Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act*, at A-3 (July 27, 2016).

Services to Homeless Children and Youth

The Academy will provide services to homeless students that are comparable to other students in the Academy, including:

- A. transportation services;
- B. public preschool programs and other educational programs and services for which the homeless student meets eligibility criteria including:
 - 1. programs for children with disabilities;
 - 2. programs for English Learners (ELs) (i.e., students with Limited English Proficiency (LEP));
 - 3. programs in career and technical education;
 - 4. programs for gifted and talented students;
 - 5. school nutrition programs; and
 - 6. before - and after-school programs.

The Board will appoint a Liaison for Homeless Children who will perform the duties as assigned by the School Leader. Additionally, the Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth as well as with community and school personnel responsible for the provision of education and related services to homeless children and youths. For more information on the role of the Liaison, refer to AG 5111.01.

School Stability

Maintaining a stable school environment is crucial to a homeless student's success in school. To ensure stability, the Academy must make school placement determinations based on the "best interest" of the homeless child or youth based on student-centered factors. The Academy must:

- A. continue the student's education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; and for the remainder of the academic year even if the child or youth becomes permanently housed during an academic year; or
- B. enroll the student in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

When determining a child or youth's best interest, the Academy must assume that keeping the homeless student in the school of origin is in that student's best interest, except when doing so is contrary to the request of the student's parent or guardian, or the student if he or she is an unaccompanied youth. The school of origin is the school the student attended or enrolled in when permanently housed, including a public preschool. The school of origin also

includes the designated receiving school at the next level for feeder school patterns, when the student completes the final grade level at the school of origin.

When determining the student's best interest, the Academy must also consider student-centered factors, including the impact of mobility on achievement, education, health, and safety of homeless students and give priority to the request of the student's parent or guardian, or youth (if an unaccompanied youth). The Academy also considers the school placement of siblings when making this determination.

If the Academy finds that it is not in the student's best interest to attend the school of origin or the school requested by the parent or guardian, or unaccompanied youth, the Academy must provide the individual with a written explanation and reason for the determination in a manner and form understandable to the parent, guardian or unaccompanied youth. This written explanation will include appeal rights and be provided in a timely manner.

Immediate Enrollment

The Academy has an obligation to remove barriers to the enrollment and retention of homeless students. A school chosen on the basis of a best interest determination must immediately enroll the homeless student, even if the student does not have the documentation typically necessary for enrollment, such as immunization and other required health records, proof of residency, proof of guardianship, birth certificate or previous academic records. The homeless student must also be enrolled immediately regardless of whether the student missed application or enrollment deadlines during the period of homelessness or has outstanding fines or fees.

The enrolling school must immediately contact the school last attended by the homeless student to obtain relevant academic or other records. If the student needs immunization or other health records, the enrolling school must immediately refer the parent, guardian or unaccompanied youth to the local liaison, who will help obtain the immunizations, screenings or other required health records. Records usually maintained by the school must be kept so that they are available in a timely fashion if the child enters a new school or Academy. These records include immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs. Procedures for inter-State records transfer between schools should be taken into account in order to facilitate immediate enrollment.

In addition, the Academy will also make sure that, once identified for services, the homeless student is attending classes and not facing barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs (if available). Additionally, the Academy should consider giving homeless children and youth's priority if there is a waitlist for these schools, programs, and activities.

Transportation

The Academy provides homeless students with transportation services that are comparable to those available to non-homeless students. The Academy also provides or arranges for transportation to and from the school of origin at the parent or guardian's request, or the liaison's request in the case of an unaccompanied youth. Transportation is arranged promptly to allow for immediate enrollment and will not create barriers to a homeless student's attendance, retention, and success. The following procedures also apply subject to a determination of the student's best interest:

- A. If the homeless student moves but continues to live within the area covered by the Academy's charter the Academy is considered the school of origin and the school of residence and, therefore, transportation will be provided or arranged for the student's transportation to or from the school of origin by the Academy.
- B. If the homeless student moves to an area outside of the Academy's charter, though continuing his/her education at the school of origin, the Academy and the public school district in which the student resides must agree upon a method to apportion responsibility and costs for transportation to the school of origin. If the Academy and the public school district cannot agree upon such a method, the responsibility and costs will be shared equally.
- C. When the student obtains permanent housing, transportation shall be provided to and from the school of origin until the end of the school year.

The Academy determines the mode of transportation in consultation with the parent or guardian and based on the best interest of the student.

In accordance with Federal law, the above transportation requirements still apply during the resolution of any dispute. The Academy will work with the State to resolve transportation disputes with other Academies. If the disputing Academy is in another State, the Academy will turn to the State for assistance as Federal guidance says that both States should try to arrange an agreement for the Academies.

Dispute Resolution

Homeless families and youths have the right to challenge placement and enrollment decisions. If a dispute arises between a school and a parent, guardian or unaccompanied youth regarding eligibility, school selection, or enrollment of a homeless student, the Academy must follow its dispute resolution procedures, consistent with the State's procedures. If such a dispute occurs, the Academy will immediately enroll the homeless student in the school in which enrollment is sought pending final resolution of the dispute, including all appeals. The student will receive all services for which they are eligible until all disputes and appeals are resolved.

Pursuant to State, Academy and Board of Directors policies, the Academy will provide the parent, guardian or unaccompanied youth with a written explanation of all decisions regarding school selection and enrollment made by the Academy or State, along with a written explanation of appeal rights.

The Academy's notice and written explanation about the reason for its decision will include, at a minimum, an explanation of how the school reached its decision regarding eligibility, school selection, or enrollment, including 1) a description of the proposed or refused action by the school, 2) an explanation of why the action is proposed or refused, 3) a description of other options the school considered and why those options were rejected, 4) a description of any other relevant factors to the school's decision and information related to the eligibility or best interest determination such as the facts, witnesses, and evidence relied upon and their sources, and 5) an appropriate timeline to ensure deadlines are not missed. The Academy must also include contact information for the Liaison and the State Coordinator, and a brief description of their roles. The Academy will also refer the parent, guardian or unaccompanied youth to the Liaison, who will carry out the dispute resolution process.

The Academy ensures that all decisions and notices are drafted in a language and format appropriate for low-literacy, limited vision readers, and individuals with disabilities. For children and youth and/or parents or guardians who are English learners or whose dominant language is not English, the Academy will provide translation and interpretation services in connection with all phases of the dispute resolution process pursuant to federal laws. The Academy will also provide electronic notices via email if the parent, guardian or unaccompanied youth has access to email followed by a written notice provided in person or sent by mail.

Homeless Children in Preschool

Homeless preschool-aged children and their families shall be provided equal access to the educational services for which they are eligible, including preschool programs, including Head Start programs, administered by the Academy. Additionally, the homeless child must remain in the public preschool of origin, unless a determination is made that it is not in the child's best interest. When making such a decision on the student's best interest, the Academy takes into account the same factors as it does for any student, regardless of age. It also considers pre-school age specific factors, such as 1) the child's attachment to preschool teachers and staff; 2) the impact of school climate on the child, including school safety; the quality and availability of services to meet the child's needs, including health, developmental, and social-emotional needs; and 3) travel time to and from school.

The Academy must also provide transportation services to the school of origin for a homeless child attending preschool. It is the Academy's responsibility to provide the child with transportation to the school of origin even if the homeless preschooler who is enrolled in a public preschool in the Academy moves to another Academy that does not provide widely available or universal preschool.

Public Notice

In addition to notifying the parent or guardian of the homeless student or the unaccompanied youth of the applicable rights described above, the Academy shall post public notice of educational rights of children and youth experiencing homelessness in each school. In addition, the Academy shall post public notice of the McKinney-Vento rights in places that homeless populations frequent, such as shelters, soup kitchens, and libraries in a manner and form understandable to the parents and guardians and unaccompanied youths.

Records

The local liaison will assist the homeless students and their parent(s) or guardian(s) or unaccompanied homeless students in their efforts to provide documentation to meet State and local requirements for entry into school.

All records for homeless students shall be maintained, subject to the protections of the Family Educational Rights and Privacy Act (FERPA) and Policy 8330, and in such a manner so that they are available in a timely fashion and can be transferred promptly to the appropriate parties, as required. Pursuant to the McKinney-Vento Act, information regarding a homeless student's living situation is not considered directory information and must be provided the same protections as other non-directory personally identifiable information (PII) contained in student education records under FERPA. The Academy shall incorporate practices to protect student privacy as described in AG 5111.01, AG 8330, and in accordance with the provisions of the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA).

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

Adopted 2/15/16
Revised 8/21/17; 1/22/18

EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN

Reference: Interstate Compact on Educational Opportunity for Military Children
MCL 3.1041

Children of an active duty member of the United States armed services shall be entitled to all of the rights and protections afforded under the Interstate Compact on Educational Opportunity for Military Children (Compact).

The intent of this policy is to minimize the potential challenges to educational success for children of military families because of frequent moves and deployment of their parents by:

- A. facilitating the timely enrollment and placement of children of military families in educational and other school programs and activities;
- B. facilitating the on-time graduation of children of military families; and
- C. providing for the uniform collection and sharing of information between and among schools and military families.

The School Leader shall develop Administrative Procedures for implementation of this policy which are consistent with the Compact and State law.

These procedures shall apply to children of military families within the state as well as between member states.

Adopted 2/15/16

CHILDREN AND YOUTH IN FOSTER CARE

References: 45 C.F.R. 1355.20

The Board of Directors recognizes the importance of educational stability for children and youth in foster care. Further, the Board recognizes these children and youth as a vulnerable subgroup of students in need of safeguards and supports in order to facilitate a successful transition through elementary and secondary education and into college and/or careers. To that end, the Academy will collaborate with the Michigan Department of Education (MDE), other Academy's, and the appropriate child welfare agencies to provide educational stability for children and youth in foster care.

Definitions

Children who meet the Federal definition of "in foster care" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the Academy. To that end, students in foster care will not be stigmatized or segregated on the basis of their status. The Academy shall establish safeguards that protect foster care students from discrimination on the basis of their foster care status or other of the recognized Protected Classes (Policy 2260). The Academy shall regularly review and revise its policies, including academy discipline policies that may impact students in foster care.

Consistent with the Fostering Connections Act, "foster care" means 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:

- A. foster family homes;
- B. foster homes of relatives;
- C. group homes;
- D. emergency shelters;
- E. residential facilities;
- F. child care institutions; and
- G. preadoptive homes.

A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made. (45 C.F.R. 1355.20 (a)).

Academy Stability

The Academy shall remove barriers to the enrollment and retention of children and youth in foster care in the Academy. Foster care students shall be enrolled immediately, even if they do not have the necessary enrollment documentation such as immunization and health

records, proof of residency or guardianship, birth certificate, academy records, and other documentation.

The Academy shall meet the Title I requirements for educational stability for children and youth in foster care, including those awaiting foster care placement. The Academy shall identify which students are in foster care and shall collaborate with State and tribal child welfare agencies to provide educational stability for these children and youth. Academy staff will work closely with child welfare agency personnel to develop and implement processes and procedures that include these enrollment safeguards:

- A. a child/youth in foster care shall remain in his/her academy of origin, unless it is determined that remaining in the academy of origin is not in that child's best interest;
- B. if it is not in the child's best interest to stay in his/her academy of origin, the child shall be immediately enrolled in the determined new academy even if the child is unable to produce records normally required for enrollment; and
- C. the new (enrolling) academy shall immediately contact the academy of origin to obtain relevant academic and other records, including the student's Individualized Education Program (IEP) if applicable. (ESEA Section 1111(g)(1)(E)(i)-(iii)).

Academy of Origin

The Academy of origin is the academy in which a student is enrolled at the time of placement in foster care. If a student's foster care placement changes, the academy of origin would then be considered the academy in which the child is enrolled at the time of the placement change. A student in foster care shall remain in his/her academy of origin, if it is determined to be in the student's best interest, for the duration of the student's placement in foster care.

When a student exits foster care, the Academy will continue to prioritize the student's educational stability in determining placement, supports, and services deemed to be in the child's best interests.

A student who has exited foster care shall be permitted to remain in the academy of origin until the end of the academy year.

Best Interest Determination

In making the best interest determination, the Academy will follow the guidelines established by MDE and the State or tribal custodial agencies. The Academy shall utilize the prescribed process in conjunction with local custodial agencies in making best interest determinations, and shall make such determination within five (5) academy days of the child's placement in foster care or change in child's living arrangement. Once a determination is made the Academy shall provide the decision in writing to all relevant parties, in collaboration with the appropriate custodial agency. When making decisions regarding educational placement of students with disabilities under IDEA and Section 504, the Academy shall provide all required special educational and related services and supports provided in the least restrictive placement where the child's unique needs, as described in the student's IEP or Section 504 plan, can be met.

If there is a dispute regarding whether the educational placement of a child in foster care is in the best interest of that child, the dispute resolution process established by the Michigan Department of Education (MDE) shall be used.

The Academy's representatives shall collaborate fully in this process, considering relevant information regarding academic programming and related service needs of the child, and advocating for what the Academy believes is in the best interest of the child.

To the extent feasible and appropriate, the child will remain in his/her academy of origin while disputes are being resolved in order to minimize disruption and reduce the possible number of moves between academies. (ESEA Section 1111(g)(1)(E)(i)).

Since the custodial agency holds ultimate legal responsibility for making the best interest determination for the foster child in their care, if the dispute cannot be resolved, the custodial agency will make the final determination. Such final determination will be made within five (5) academy days of the child's placement in foster care or change in the child's living arrangement.

All notifications and reports regarding foster care placement, changes in academy enrollment, transportation services, and changes in the child's living arrangements shall be provided to the affected parties, in writing, in accordance with the forms, procedures, and requirements of the MDE and the State or tribal custodial agencies.

Local Point of Contact

The School Leader shall designate and make public a local point of contact who will perform the duties as assigned by the School Leader. The point of contact shall serve as a liaison to coordinate with child protection agencies, lead the development of a process for making the best determination for a student, facilitate the transfer of records, and oversee the enrollment and regular academy attendance of students in foster care.

Records

The Academy shall provide privacy protections for children and families and shall facilitate appropriate data-sharing pertaining to children in foster care between child welfare and educational agencies, in accordance with the Family Educational Rights and Privacy Act (FERPA) and Policy 8330 – Student Records.

Services to Children and Youth in Foster Care

Foster care children and their families shall be provided equal access to the educational services for which they are eligible comparable to other students in the Academy including:

- A. educational services for which the student in foster care meets eligibility criteria including services provided under Title I of the Elementary and Secondary Education Act or similar State and local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency;
- B. preschool programs;
- C. programs in vocational and technical education;

- D. programs for gifted and talented students;
- E. academy nutrition programs; and
- F. before - and after-academy programs.

Transportation Services

The Academy must ensure that transportation is provided for children in foster care consistent with the procedures developed by the Academy in collaboration with the State or local child welfare agency. These requirements apply whether or not the LEA already provides transportation for children who are not in foster care.

In order for a student in foster care in his/her academy of origin, when in his/her best interest, transportation services shall be provided, arranged, and funded for the duration of the child's placement in foster care. The Academy's transportation services will provide that:

- A. Children in foster care needing transportation to their academies of origin will promptly receive that transportation in a cost effective manner and in accordance with Section 475(4)(A) of the Social Security Act; and
- B. If there are additional costs incurred in providing transportation to the academy of origin, the Academy shall provide such transportation if 1) the local child welfare agency agrees to reimburse the Academy for the cost of such transportation; 2) the Academy agrees to pay for the cost; or 3) the Academy and the local child welfare agency agree to share the cost. (ESEA 1112(c)(5)(B)).

Additional costs incurred in providing transportation to the academy of origin should reflect the difference between what the Academy would otherwise spend to transport a student to his/her assigned academy and the cost of transporting the foster care student to the academy of origin. The Academy will collaborate with the State Education Agency (SEA), other LEAs, and child welfare agencies to pursue possible funding sources and arrangements to deal with transportation costs.

Since foster care placements may occur across Academy, county, or State boundary lines, coordination among multiple agencies may be necessary. The Academy will work with appropriate State and local agencies to address such placement and transportation issues that arise. The Academy shall provide or arrange for adequate and appropriate transportation to and from the academy of origin while any disputes are being resolved.

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or academy success of children and youth in foster care.

Adopted 8/21/17

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

William C Abney Academy

2022-2023 CALENDAR

Aug 22 - First Day for Students

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Feb 20- 21 No School (Mid-Winter Break)

Sep 2 & 5 No School (Labor Day)

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

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

Mar 13 Start of 4th Quarter
Mar 15 Half Day for Students/ PD
Mar 22 Half Day for Students/
Parent Teacher Conferences
Mar 31-Apr 7 No School (Spring Break)

Oct 24 Start of 2nd Quarter
Oct 26 Half Day for Students/ PD

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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

Nov 2 Half Day for Students/
Parent Teacher Conferences
Nov 23-25 No School (Thanksgiving)

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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

May 29 No School (Memorial Day)

Dec 19-Jan 2 No School (Holiday Break)

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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

June 2 Half Day/ Last Day of School

Jan 9 Start of 3rd Quarter
Jan 16 No School (MLK Day)

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

Replace with your text

Replace with your text

	DK & K	1	2	3	4	5	6A - Hill's Homeroom	6B - Z's Homeroom
8:30	8:30-8:50 Breakfast	8:30-8:50 Breakfast	8:30-8:50 Breakfast	8:30-8:50 Breakfast	8:30-8:50 Breakfast		8:30-8:50 Breakfast	
8:40								
8:50	8:50-9:50 ELA 1	8:50-10:50 ELA 8:50-10:30 ILI	8:50-10:55 ELA 8:50-10:30 ILI	8:50-9:25 Writing	8:50-10:15 Math 1	8:35-9:20 Specials	8:50-9:30 Social Studies	8:35-9:20 Specials
9:00								
9:10								
9:20								
9:30						9:20-9:40 Breakfast		9:20-9:40 Breakfast
9:40				9:25-10:10 Specials		9:40-11:20 Math	9:30-10:15 ELA 1	9:40-11:20 Math
9:50	9:50-10:05 Recess							
10:00	10:05-11:10 ELA 2	10:50-11:30 Writing	10:50-11:05 Recess					
10:10				10:10-10:25 Recess				
10:20					10:15-11:00 Specials		10:15-11:00 Specials	
10:30								
10:40				10:25-12:20 ELA 10:40-12:20 ILI				
10:50								
11:00					11:00-11:15 Recess		11:00-12:00 ELA 2	
11:10	11:10-11:40 Lunch A		11:10-11:40 Lunch A			11:20-11:35 Recess		
11:20		11:30-11:40 Recess			11:15-11:45 Math 2			11:20-12:00 Science
11:30								
11:40	11:40-12:10 Writing	11:45-12:15 Lunch B	11:40-12:20 Writing		11:45-12:15 Lunch B	11:35-12:20 Writing		
11:50							12:00-12:20 Recess & Switch	12:00-12:20 Recess & Switch
12:00								
12:10	12:10-1:25 Math 1	12:15-1:50 Math	12:20-1:00 Math 1	12:20-12:50 Lunch C	12:15-12:55 Writing	12:20-12:50 Lunch C	12:20-12:50 Lunch C	12:20-12:50 Lunch C
12:20								
12:30								
12:40								
12:50								
1:00								
1:10								12:50-1:30 Social Studies
1:20	1:25-1:40 Recess		1:00-1:45 Specials	12:50-2:00 Math 1	12:55-2:40 ELA 1:00-2:40 ILI	12:50-2:40 ELA 1:00-2:40 ILI	12:50-2:40 Math	
1:30								
1:40								
1:50	1:40-2:10 Math 2		1:45-2:00 Recess					
2:00		1:50-2:35 Specials		2:00-2:15 Recess				1:30-3:20 ELA
2:10	2:10-2:40 Science & Social Studies		2:00-2:50 Math 2					
2:20								
2:30		2:35-2:50 Recess		2:15-2:55 Math 2				
2:40					2:40-2:55 Recess			
2:50	2:40-3:25 Specials	2:50-3:20 Science & Social Studies	2:50-3:20 Science & Social Studies	2:55-3:30 Science & Social Studies	2:55-3:30 Science & Social Studies	2:40-3:15 Science & Social Studies	2:40-3:20 Science	
3:00								
3:10								
3:20						3:15-3:30 Recess	3:20-3:30 Switch	3:20-3:30 Switch
3:30								

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

7-7: Age/Grade Range of Pupils Enrolled

William C. Abney Academy enrolls grades K-6, including Developmental Kindergarten, to age appropriate students.

SCHEDULE 7-8

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

Fulton Street Property:

William C. Abney Academy is located at 1435 E. Fulton Street, Grand Rapids, MI 49503 (Kent County). 41,029 square feet; constructed in 1916 with an addition in 2004; 4.75 acre (206,910 square foot) site; TI 41-14-29-258-036



William C Abney Academy
Attn: Laura Miller
1435 Fulton Street East
Grand Rapids MI 49503

RE: Loan Account ending in 6913 (Payoff Confirmation)

Dear Laura,

Mercantile Bank is pleased to provide you the following loan payoff confirmation. The William C Abney Academy made its last payment on the loan on October 25, 2021.

I am excited to continue working with you on our banking relationship. Please let me know if there is anything else I can do for the school.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Proctor". The signature is fluid and stylized, with a long horizontal line extending to the right.

Jeff Proctor
Commercial Lender

**AGREEMENT
FOR PURCHASE AND
SALE OF REAL ESTATE**

THIS AGREEMENT is made this 7th day of July, 2003, between HOLLAND HOME, a Michigan non-profit corporation, of 2100 Raybrook Avenue, Suite 300, Grand Rapids, Michigan 49546, as "Seller", and WILLIAM C. ABNEY ACADEMY, a Michigan charter public school, of 230 Hollister SE, Grand Rapids, Michigan 49506, as "Buyer."

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **Property Included in Purchase and Sale Agreement.** Seller agrees to sell and Buyer agrees to purchase the real property, building, improvements and appurtenances located at 1435 Fulton East, Grand Rapids, Kent County, Michigan, more particularly described on attached Exhibit A (the "Subject Property").
2. **Purchase Price.** The purchase price for the Subject Property shall be Four Hundred Five Thousand Dollars (\$405,000.00).
3. **Personal Property.** Also included in this sale at no additional cost to Buyer are all items of personal property, if any, presently located on the Subject Property (the "Personal Property"). The Personal Property shall be transferred to Buyer at the closing by a bill of sale containing a full warranty of title (the "Bill of Sale").
4. **Payment of Purchase Price.** The purchase price shall be paid in cash at the closing.
5. **Earnest Deposit.** Buyer does hereby deposit with Seller, earnest money in the amount of Ten Thousand Dollars (\$10,000.00), which shall be applied against the purchase price at closing.
6. **Title Insurance; UCC Search.** At the closing, Seller shall furnish Buyer, at Seller's expense, a standard ALTA owner's title insurance policy, without exceptions, covering the Subject Property in the amount of the purchase price. The commitment for such title insurance policy shall be delivered to Buyer within Fifteen (15) days after the date of this Agreement. In addition, Seller shall deliver to Buyer prior to closing Uniform Commercial Code Financing Statement searches (state and local), dated not more than Ten (10) days prior to closing. All financing statements, security interests and liens shown on the UCC searches which affect the Subject Property or the Personal Property shall be discharged and terminated prior to closing.
7. **Survey.** Seller shall deliver any existing survey to Buyer which Buyer shall be allowed to examine prior to closing. If required, Buyer shall pay the cost of a new or recertified survey.
8. **Property Taxes and Assessments.** Seller shall pay July 1, 2003 taxes. Buyer shall pay all future taxes.

9. **Lawn Care and Maintenance.** Seller agrees that it shall continue to mow all lawns and trim all landscaped areas of the Subject Property as it has done in the past for the remainder of 2003 without charge to Buyer.

10. **Marketability.** Marketable title to the Subject Property and the Personal Property shall be in Seller free and clear from all liens, encumbrances, security interests, easements, restrictions, and zoning ordinance regulations, except those which in Buyer's opinion will not interfere with Buyer's intended use of such property. No tax liens of any nature whatsoever shall exist against the Subject Property or Seller.

Seller represents that no work or materials have been supplied to or incorporated into the Subject Property which could give rise to a lien of any kind within Ninety (90) days prior to the date of this Agreement, and that no such work or materials will be supplied to or incorporated into the Subject Property prior to closing.

11. **Physical Inspection of Subject Property.** Buyer shall have the right to fully inspect the Subject Property and Personal Property to determine their physical characteristics and suitability for the use proposed by Buyer. Buyer's obligation to close this transaction is expressly made contingent upon Buyer's satisfaction with its inspection findings. Seller and its agents and employees shall fully cooperate with Buyer and shall provide Buyer with such information, books and records as Buyer may reasonably request concerning the Subject Property. All costs and expenses incurred in connection with Buyer's inspection of the Subject Property shall be paid by Buyer.

12. **Transfer of Property.** At the closing, Seller shall deliver to Buyer each of the following:

- (a) A warranty deed, duly executed and in recordable form, conveying the Subject Property to Buyer.
- (b) The Bill of Sale.
- (c) An assignment, in form satisfactory to Buyer, of all rights and claims Seller may have against any third party in connection the construction, installation, improvement, maintenance or repair of the Subject Property.

13. **Date and Place of Closing.** This transaction for the purchase and sale of the Subject Property shall be closed at the offices of the title insurance company providing the title insurance policy for this transaction, or such other place as the parties shall mutually agree, within Ten (10) days after all conditions to closing set forth in this Agreement have been satisfied or waived and Buyer provides Seller with written notice of his intent to close. However, in no event shall the closing occur later than Sixty (60) days after the date of this Agreement, unless extended by Buyer, at its election, for a period of up to Thirty (30) days in order to satisfy any of Seller's obligations under this Agreement which have not been satisfied.

14. **Possession.** Possession of the Subject Property shall be given to Buyer at the closing; provided, however, Buyer shall have reasonable access to the Subject Property prior to closing for purposes of inspection as provided in Paragraph 11, above.

15. **Unpermitted Exceptions or Defects.** Within Fifteen (15) days after the delivery of both the title commitment and the survey referred to in Paragraphs 6 and 7, above, Buyer shall notify Seller of any unpermitted title exceptions or survey defects. Seller shall have until the closing date to cure the title exceptions or defects to Buyer's satisfaction. Upon Seller's failure to cure any such exception or defect, Buyer may (i) cancel this Agreement by notice to Seller, (ii) provide Seller additional time to correct the defect, or (iii) waive its disapproval and proceed to close.

16. **Representations and Warranties of Seller.** In addition to any other representations and warranties contained in this Agreement, Seller makes the following representations and warranties, each of which shall be true both as of the date of this Agreement and as of the date of closing, and each of which shall survive the closing:

(a) Seller has not conducted an environmental investigation of the Subject Property except for a Phase I Environmental Site Assessment dated November 9, 1990, a copy of which seller will provide to Buyer. However, it has no actual knowledge that hazardous substances or waste products or materials of any type or nature have been used, located, generated, stored or disposed of on the Subject Property except that the building materials within the building may contain asbestos or lead paint and Buyer is advised to conduct an investigation concerning their existence.

(b) Seller has no actual knowledge of the existence of underground storage tanks located on the Subject Property.

(c) To Seller's knowledge, there are no pending or proposed special assessments affecting or which may affect the Subject Property or any part of the Subject Property.

(d) There are no agreements of sale other than this Agreement, options or other rights of third parties, to acquire the Subject Property, no unrecorded easement, lease, claim, restriction, covenant, agreement, or encumbrance affecting all or any portion of the Subject Property, nor any other agreements which would otherwise affect the Subject Property.

(e) Seller has the sole power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

(f) There are no actions, suits or proceedings which have been threatened or instituted against or which affect the Subject Property, at law or in equity, or before any federal, state or municipal governmental commissions, board, bureau, agency, or instrumentality which may affect the value, occupancy, or use of the Subject Property. Seller will give Buyer prompt written notice of any such action, suit or proceeding of which it obtains knowledge subsequent to the date of this Agreement and prior to the closing, to the extent Seller acquires such knowledge. Seller advises Buyer to investigate the applicability of local zoning and building code regulations in light of changes in the law in 2002, which may be further subject to change prior to the Closing.

(g) Seller's United States taxpayer identification number is as follows: 38-1366927. Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 (and the regulations thereunder). At the time of closing, Seller will sign an affidavit so stating to the satisfaction of Buyer, and also stating that (i) Seller is a U.S. corporation and is not a foreign person; (ii) Seller is neither owned nor controlled by foreign persons; (iii) Seller may file a U.S. tax return with respect to the sale of the Subject Property; and (iv) Buyer has permission to file a copy of such affidavit with the Internal Revenue Service.

The building is many years old. Except for the warranties expressly stated in this Agreement, Seller is not making any warranties or representations to Buyer, and Buyer acknowledges that it is purchasing the Subject Property "AS IS."

17. **Representations and Warranties of Buyer.** Buyer represents and warrants that it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except that Buyer must obtain the approval of Grand Valley State University as the chartering authority of Buyer.

18. **Contingencies to Close.** Buyer's obligation to close this transaction is contingent upon the satisfaction of the following conditions prior to the date of closing:

- (a) Acceptable title and lien exam pursuant to paragraph 6 above;
- (b) Acceptable physical inspections pursuant to paragraph 11 above;
- (c) Grand Valley State University approval; and
- (d) The representations of paragraph 16 above are true as of the closing.

19. **Non-Assumption of Obligations.** Buyer shall not, by its purchase of the Subject Property, be deemed to have assumed any debts, obligations or liabilities of Seller and, unless otherwise agreed in writing, Buyer shall not assume any of Seller's contracts or agreements covering the operation or maintenance of the Subject Property.

20. **Seller's Indemnities.** Seller shall indemnify, defend and hold Buyer harmless from any and all damages, claims, charges, costs and expenses, including actual attorneys' fees, incurred as the result of any of the following:

(a) The failure of any of the representations and warranties contained in this Agreement to be true and accurate in all respects;

(b) The failure of Seller to perform any of its obligations under this Agreement; and

(c) Any and all debts, obligations and liabilities of Seller whether accrued, absolute, contingent or otherwise existing on the date of closing relative to the Subject Property.

21. **Assignment and Enforceability.** Except as otherwise expressly provided, this Agreement shall inure to the benefit of, be binding upon, and be specifically enforceable by Seller and Buyer, and their respective successors and assigns. Seller owns property across the street from the Subject Property and the use and operation of the Subject Property could adversely impact Seller's property. Therefore, this Agreement shall not be assignable by Buyer without Seller's prior written consent.

22. **Entire Agreement.** This Agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to this transaction. All prior communications concerning this transaction are merged in and replaced by this Agreement. This Agreement may not be amended except by an amendment in writing signed by both parties.

23. **Notices.** All notices required under this Agreement shall be in writing and either delivered personally or mailed by certified mail, return receipt requested to the party to be notified. All notices directed to Buyer shall be delivered or mailed to the following:

If to the Seller:

David Claus, President
Holland Home
2100 Raybrook Ave. SE, Suite 300
Grand Rapids, Michigan 49546

If to the Buyer:

William C. Abney Academy
c/o Walt Trock, Board President
9778 Bend Drive
Jenison, Michigan 49428

Any mailed notice shall be deemed effective two days after mailing.

WITNESSES:

Mary R. Vanderschelde

SELLER:
HOLLAND HOME

By: David Claus
David Claus
Its: President

BUYER:
WILLIAM C. ABNEY ACADEMY

J. Birch

By: Walt Trock
Walt Trock
Its: President

EXHIBIT A

Legal Description

EXHIBIT A TO WARRANTY DEED

The following described lands and premises situated in the City of Grand rapids, County of Kent and State of Michigan:

Part of the NE 1/4 of Section 29, T7N, R11W, City of Grand Rapids, Kent County, Michigan, described as: Commencing on the East and West 1/4 line, 21 1/2 chains East of the center of said section; thence North 20 chains, West 4 chains, South 20 chains, East 4 chains to the beginning, except commencing on the South line of Lyon Street 297 feet East of the Southeast corner of Arthur Avenue and Lyon Street, thence South parallel with the East line of Arthur Avenue extended 476.65 feet to a point 44 feet South of the North line of Fountain Street extended East, thence East parallel to said North line of Fountain Street extended 263.8 feet to the West line of Orchard Hill Addition, thence North 476.51 feet along West line of Orchard Hill Addition to the South line of Lyon Street, thence West 263.5 feet more or less to the beginning.

CERTIFICATE OF USE AND OCCUPANCY

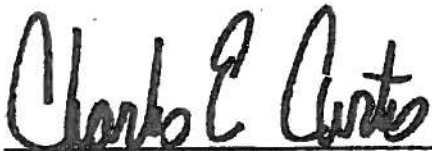
PERMANENT

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

**Building Permit No. LB019705
Abney Academy
1435 Fulton St.
Grand Rapids, Michigan
Kent County**

The above named building of Use Group E and Construction Type 3B 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**

October 25, 2004