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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**

**WEST MICHIGAN AVIATION ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**WEST MICHIGAN AVIATION ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
SEPTEMBER 20, 2022**

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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to West Michigan Aviation Academy (the “Academy”), to be effective September 20, 2022, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III**

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

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

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

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

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

## **ARTICLE IV**

### **PURPOSE**

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

## **ARTICLE V**

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

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

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

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

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

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### TUITION PROHIBITED

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

## ARTICLE VIII

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments 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: West Michigan Aviation Academy  
5363 44<sup>th</sup> Street SE  
Grand Rapids, MI 49512

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 September 20, 2022, and shall remain in full force and effect for seven (7) years until June 30, 2029, 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.

WEST MICHIGAN AVIATION 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 JUNE 24, 2022:

Authorization of West Michigan Aviation Academy, Grand Rapids (7 years)

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for West Michigan Aviation Academy (“Academy”), located at 5363 44<sup>th</sup> Street SE, Grand Rapids, MI 49512, submitted under Section 502 of the Revised School Code, meets the Board of Trustees’ requirements and the requirements of applicable law, is therefore approved;

2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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

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

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

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)
Ten (10)	Six (6)

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

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

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)
Ten (10)	Six (6)	Six (6)

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

Rick Fiddler	1 year term expiring June 30, 2023
Robin Koop	1 year term expiring June 30, 2023
Eva Aguirre-Cooper	1 year term expiring June 30, 2023
George Kiefer	2 year term expiring June 30, 2024
Kathleen Maine	2 year term expiring June 30, 2024
Brian Lennon	2 year term expiring June 30, 2024
Tandy Champion	2 year term expiring June 30, 2024
Richard DeVos, Jr.	3 year term expiring June 30, 2025
Clifford Maine	3 year term expiring June 30, 2025
Tim Platz	3 year term expiring June 30, 2025

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

any debtor or creditor of the Academy, including any taxing authority;  
f) review all outstanding agreements to which the Academy is a party  
and to take those actions which the Academy Board may have exercised  
to pay, extend, rescind, renegotiate, or settle such agreements as needed;  
and g) perform all acts necessary and appropriate to fulfill the  
Academy's purposes as set forth under the Code or this Contract.

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 28<sup>th</sup> day of June 2022.



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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU			
Date Received	AC1	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document			
Name JOSEPH B URBAN - CLARK HILL PLC		EFFECTIVE DATE	
Address 151 SOUTH OLD WOODWARD AVENUE, SUITE 200			
City BIRMINGHAM	State MICHIGAN		ZIP Code 48009

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

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

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

1	The present name of the corporation is. <u>WEST MICHIGAN AVIATION ACADEMY</u>
2	The identification number assigned by the Bureau is: <span style="border: 1px solid black; padding: 2px 20px;">800922363</span>
3	All former names of the corporation are:
4	The date of filing the original Articles of Incorporation was <u>AUGUST 13, 2009</u>

*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 <u>WEST MICHIGAN AVIATION ACADEMY</u>
---

**ARTICLE II**

The purpose or purposes for which the corporation is formed are. <u>SEE ATTACHED ADDENDUM</u>
--

ARTICLE III

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 NONE. 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  
SEE ATTACHED ADDENDUM

b. The corporation is formed on a DIRECTORSHIP basis.  
(membership or directorship)

ARTICLE IV

1 The name of the resident agent is RICHARD DeVOS, Jr

2 The address of the registered office is:

5363 44th Street SE Grand Rapids, Michigan 49512  
(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)

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

SEE ATTACHED ADDENDUM

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 16<sup>th</sup> day of August, 2022

By Kathleen Maine  
(Signature of Authorized Officer or Agent)

Kathleen Maine, Vice President Board of Directors  
(Type or Print Name) (Type or Print Title)

Preparer's Name                     JOSEPH B URBAN - CLARK HILL PLC                    

Business Telephone Number (   248   )                     988-1829                    

**INFORMATION AND INSTRUCTIONS**

1. The Articles of Incorporation cannot be restated until this form, or a comparable document, is submitted
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.  
Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 for the purpose of restating the Articles of Incorporation of a domestic nonprofit corporation. Restated Articles of Incorporation are an integration into a single instrument of the current provisions of the corporation's Articles of Incorporation, along with any desired amendments to those articles.
4. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
6. If the restated articles of incorporation change the term of existence to a specific date or restates to become a corporation governed by the business corporation act, 1972 PA 284, or another domestic or foreign business entity, then consent to the restated articles of incorporation or a written statement that the consent is not required must be obtained from the Attorney General's Office and submitted with this document for all nonprofit charitable purpose corporations, unless organized for religious purposes. Contact the Charitable Trust Section, Licensing and Regulation Division, Department of Attorney General, P O Box 30214, Lansing, MI 48909 or phone (517) 335-7571. Application for the consent should be made at least 120 days before the desired effective date of the restated articles of incorporation. This document cannot be filed unless it is accompanied by either the written consent of the Attorney General or an affidavit attesting to the submission of a written request to the Attorney General for consent to the filing and the failure of the Attorney General to respond within 120 days.
7. This document must be signed by: (COMPLETE Item 5(a) or 5(b), BUT NOT BOTH)  
Item 5(a). must be signed by at least a majority of the incorporators listed in the Articles of Incorporation  
Item 5(b): must be signed by an authorized officer or agent.
8. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order ... .. \$10.00

Submit with check or money order by mail

Michigan Department of Licensing and Regulatory Affairs  
Corporations, Securities & Commercial Licensing Bureau  
Corporations Division  
P O Box 30054  
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle  
Okemos, MI  
Telephone (517) 241-6470

Fees may be paid by check, money order, VISA, MasterCard, or Discover when delivered in person to our office

COFS (Corporations Online Filing System)

This document may be completed and submitted online at [www.michigan.gov/corpfileonline](http://www.michigan.gov/corpfileonline).

Fees may be paid by VISA, MasterCard, or Discover

Documents that are endorsed filed are available at [www.michigan.gov/corpenitysearch](http://www.michigan.gov/corpenitysearch). If the submitted document is not fileable, the notice of refusal to file and document will be available at the Rejected Filings Search website at [www.michigan.gov/corprejectedsearch](http://www.michigan.gov/corprejectedsearch)

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

**Optional expedited service.**

Expedited review and filing, if fileable, is available for all documents for profit corporations, limited liability companies, limited partnerships and nonprofit corporations.

The nonrefundable expedited service fee is in addition to the regular fees applicable to the specific document.

Please complete a separate CSCL/CD-272 form for expedited service for each document submitted in person or by mail.

**24-hour service - \$50 for formation documents and applications for certificate of authority.**

**24-hour service - \$100 for any document concerning an existing entity.**

**Same day service**

- **Same day - \$100 for formation documents and applications for certificate of authority.**
- **Same day - \$200 for any document concerning an existing entity.**

Review completed on day of receipt. Document and request for same day expedited service must be received by 1 p.m. EST OR EDT.

- **Two hour - \$500**

Review completed within two hours on day of receipt. Document and request for two hour expedited service must be received by 3 p.m. EST OR EDT.

- **One hour - \$100**

Review completed within one hour on day of receipt. Document and request for 1 hour expedited service must be received by 4 p.m. EST OR EDT.

Documents submitted by mail are delivered to a remote location for receipts processing and are then forwarded to the Corporations Division for review. Day of receipt for mailed expedited service requests is the day the Corporations Division receives the request.

**ADDENDUM TO  
WEST MICHIGAN AVIATION ACADEMY'S  
RESTATED ARTICLES OF INCORPORATION**

**ARTICLE II**

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.

**ARTICLE III**

3a.

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

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
  - 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), or ten (10) 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)
Ten (10)	Six (6)

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)
Ten (10)	Six (6)	Six (6)

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**

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

## **ARTICLE IX**

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 X**

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

## **ARTICLE XI**

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 director, 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 XII**

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 XIII**

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 XIV**

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**

**CONTRACT SCHEDULE 3**

**BY LAWS**

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**BYLAWS**  
**OF**  
**WEST MICHIGAN AVIATION ACADEMY**

**ARTICLE I**  
**NAME**

This organization shall be called West Michigan Aviation Academy (The “Academy” or the “corporation”).

**ARTICLE II**  
**FORM OF ACADEMY**

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

**ARTICLE III**  
**OFFICES**

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

Section 2. Registered Office. The registered office of the Academy shall be 5363 44<sup>th</sup> Street SE – Grand Rapids, MI 49512. The registered agent is Nicole Gasper, CEO. 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), or ten (10), 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)
Ten (10)	Six (6)

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)
Ten (10)	Six (6)	Six (6)

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 comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

**CERTIFICATION**

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 16<sup>th</sup> day of August 2022

Kathleen M. Mairne  
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 West Michigan Aviation Academy ("Academy"), a public school academy.

#### Preliminary Recitals

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

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

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

### ARTICLE I

#### DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable

to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

### ARTICLE III

#### STATE DUTIES

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

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

### ARTICLE IV

#### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

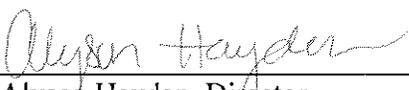
Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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

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

Acknowledgment of Receipt

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

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

Date: August 8, 2022

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

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

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

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

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

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

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

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

**Original/Subsequent Board Policy Reporting Requirements  
July 1, 2022 – June 30, 2023**

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

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval or revision). <b>Harassment of Students Policy</b> (date of approval or revision) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval or revision). Reference: MCL 380.1306	CSO

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

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

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

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

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

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

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

**SCHEDULE 6**

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

## SCHEDULE 6

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

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

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

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

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

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

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

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

## CLIENT SERVICES AGREEMENT

This Client Services Agreement (the “Agreement”) is effective September 20, 2022

**BETWEEN:** **CS PARTNERS, INC.**, a Michigan corporation d/b/a **PARTNER SOLUTIONS** (“Partner Solutions”); **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a **PARTNER SOLUTIONS FOR SCHOOLS** (“Partner Solutions for Schools” and together with “Partner Solutions”, collectively “PS”)

**AND:** **WEST MICHIGAN AVIATION ACADEMY**, a Michigan public school academy (the "Academy") organized under Part 6(A) of the Revised School Code (the “Code”), as amended, being MCL §380.501 to §380.507.

### RECITALS

The Academy has been issued a contract (the “Contract”) by Grand Valley State University (the “Authorizer”) to organize and to operate as a public school academy.

The Code permits a public school academy to contract with entities for certain services of the public school academy.

As a wholly owned subsidiary of Partner Solutions, Partner Solutions for Schools is the employer of record for all staff assigned to work at the Academy. Partner Solutions offers to public school academies back office human resource services and financial services (the “Services”). Together, Partner Solutions and Partner Solutions for Schools are jointly responsible for providing the Services under this Agreement.

The Academy desires to engage PS to provide such Services based on the terms and conditions set forth in this Agreement.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

#### 1. RELATIONSHIP OF THE PARTIES

- A. Relationship of the Parties. PS is not a division, subsidiary or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of PS. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement. PS (its officers, directors, employees, and designated agents) shall be regarded at all times as performing services as independent contractors for the Academy.
- B. The Board. Academy’s Board of Directors (the “Board”) is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term “Board” and the term “Academy” are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement is executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

The Academy shall retain control and have responsibility over all its business and instructional operations including but not limited to, the educational program, instructional equipment and supplies, student achievement, student discipline, special education, parent engagement, food service, budgeting, purchasing, transportation, athletics, extracurricular activities, building and property management, policy and procedure

implementations and oversight. The Board is responsible for the monitoring and the accountability for academic outcomes; appropriate implementation of policies and procedures including special education processes; parent, student and community interactions; and all of the day to day operations of the Academy.

- C. Confidentiality. During the Term of this Agreement, and only to the extent permitted by law, the Academy may disclose or provide access to confidential data and information to Partner Solutions and its respective officers, directors, employees, staff assigned to the Academy (“Worksite Staff”) and designated agents. PS and its related entities may access confidential data and information, to the extent permitted by Academy Board Policies and applicable law, including without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g, 34 CFR Part 99; Section 1136 of the Michigan Revised School Code, MCL 380.1136; the Individual with Disabilities Education Act (“IDEA”), 20 USC §1401 *et seq.*, 34 CFR 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the American with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d - 13200d-8; 45 CFR 160,162 and 164; and social security numbers, as protected by the Federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

The Academy agrees to define “school official” in the Academy’s annual notification of rights under FERPA to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, having a legitimate educational interest such that they are entitled to access educational records under FERPA. PS and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials, as well as the pupil privacy requirements of section 1136 of the Code, MCL 380.1136. If PS receives education record information from any sources as permitted under the Code, PS shall use the education record information only as contemplated by this Agreement and PS shall not sell or otherwise provide the information to any other person or entity except as provided by law.

- D. Contractors and Subcontractors. Each Party will be solely responsible for the acts of its own contractors and subcontractors.
- E. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in PS or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and PS are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the “IRS Code”); or (b) related persons, as that term is defined in the IRS Code.
- F. Compliance with Academy’s Contract. PS 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.
- G. 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.
- H. Compliance with Section 503c [or 553c if SOE]. On an annual basis, PS 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 [553c if SOE] of the Code, MCL 380.503c [553c if SOE], shall have the same meaning in this Agreement.

## 2. SCHOOL LEADER

- A. School Leader Role. The School Leader ("School Leader") will be hired by Partner Solutions for Schools and shall administer the educational program and curriculum at the Academy. The School Leader will hold all required certifications as required by the Code.

PS will provide administrative support to the School Leader to staff the Academy. After qualified staff are selected by the School Leader, Partner Solutions for Schools will onboard and provide additional administrative support to the School Leader. It is the responsibility of the School Leader to verify and confirm that all teaching assignments align with teacher certification.

The School Leader or designee shall be responsible for approving and submitting appropriate hours-worked for all hourly Worksite Staff. The School Leader will notify PS of any staffing needs and/or change in status regarding Worksite Staff prior to any reassignment.

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

If a School Leader separates from the Academy, the Board or its designee shall identify and appoint a new School Leader, subject to PS' approval. In the alternative, the Board may elect to contract with a third party to identify a School Leader, subject to PS and Board approval.

## 3. BACK OFFICE HUMAN RESOURCE SERVICES BY PARTNER SOLUTIONS FOR SCHOOLS

- A. Worksite Staff. Partner Solutions for Schools shall employ Worksite Staff as may be necessary to accomplish the educational mission of the Academy consistent with the Academy's budget approved by the Board. Partner Solutions for Schools shall have the complete and exclusive authority and control over human resource matters such as approval of hiring, terminating, disciplining, and reassigning of Worksite Staff. All other functions and responsibilities related to the Academy's operations, including but not limited to those set forth in Paragraph 1.B. of this Agreement, shall be the sole and exclusive responsibility of the Academy. See Exhibit A for additional specifics.

- B. Compensation. Compensation for Worksite Staff shall be established by the Academy and paid by Partner Solutions for Schools. For purposes of this Agreement, "compensation" shall include salary, fringe benefits, and state, federal, local and social security withholdings. Partner Solutions for Schools shall be responsible for paying its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its Worksite Staff. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Partner Solutions for Schools shall not make payment to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of Worksite Staff. Teachers employed by Partner Solutions for Schools shall not be considered teachers for purposes of continuing tenure under MCL §38.71 et. seq.

- C. Health Benefits. Partner Solutions for Schools shall provide to Worksite Staff group health and other benefits (i.e., dental, vision, disability, life insurance, etc.) subject to eligibility requirements under the plan and applicable laws. Partner Solutions for Schools will also provide COBRA benefits to eligible Worksite Staff.

- D. 401K Plan Administration. Partner Solutions for Schools will complete and sign all necessary 401K regulatory and plan documents as required by law and as fiduciary agent of the plan.

- E. Payroll Taxes. Partner Solutions for Schools shall report and pay all applicable federal, state and local payroll taxes.
- F. Payroll Records. Partner Solutions for Schools shall maintain and verify all required payroll and benefit records.
- G. Michigan Public School Employees Retirement System (MPERS). If Worksite Staff discloses to Partner Solutions for Schools their participation in MPERS, Partner Solutions for Schools: (a) shall promptly notify the Academy in writing of the identity of any individual assigned by Partner Solutions for Schools to perform services at the Academy who is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (b) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the Academy to report on an Exhibit and in such manner as may be determined from time to time by MPERS. MCL 38.1342(6).
- H. Non-Compete Agreement. PS agrees that it shall not impose any contractual requirement or contractual obligation on Worksite Staff to enter into a non-compete provision or agreement.
- I. Pilots. Partner Solutions has delegated the performance of some payroll functions for the pilots to Michigan Employment Group, Inc.. Partner Solutions still retains the responsibility for any duties or obligations under this Agreement for this group of employees.

#### 4. **ACADEMY RESPONSIBILITIES**

- A. Facility. Academy shall comply with all health and safety laws, regulations, ordinances, directives, and rules of controlling federal, state, and local government and will immediately report all workplace accidents and injuries of Worksite Staff to Partner Solutions for Schools by fully completing and sending an incident report form within 24 hours after the accident. Academy agrees to comply at its expense with any specific directives from Partner Solutions for Schools, Partner Solutions for Schools' workers' compensation carrier, or any government agency having jurisdiction over the workplace health and safety. Academy shall provide or ensure use of all personal protective equipment, as required by federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by Partner Solutions for Schools, its workers' compensation or liability insurance carrier. Partner Solutions for Schools or its insurance carriers shall have the right to inspect Academy's place of business at all reasonable times to ensure compliance with the terms of this Agreement.
- B. Fair Labor Standards Act. Academy shall provide through the School Leader or designee complete and accurate information to Partner Solutions for Schools concerning the nature and extent of the duties performed or to be performed by the Worksite Staff and Academy shall be responsible for providing records of hours worked by the Worksite Staff upon request by Partner Solutions for Schools via on-line system provided. Academy shall reimburse Partner Solutions for Schools for any overtime pay that is or becomes due to or owed to any Worksite Staff.
- C. Complaints. Academy will immediately (within 24 hours) report to Partner Solutions for Schools any complaints by Worksite Staff concerning any alleged violation of employment, immigration or safety laws or regulations and will cooperate with Partner Solutions for Schools in investigating and resolving any such complaints. Any complaints about Academy operations (such as complaints from students, parents, authorizer, visitors, etc...) shall be the sole responsibility of the Academy.
- D. Notification Requirements. Academy will immediately (within 24 hours) report civil or administrative proceedings regarding employment matters and notify Partner Solutions for Schools of any requests for leave of absence, resignation or other change in status of any Worksite Staff. The Academy is also required to notify PS in writing if the Academy receives a notification from their Authorizer discussing a possibility of

an intent to revoke the Contract and/or non-renewal or closure is discussed by a Board member or their Authorizer.

- E. Evaluation of Worksite Staff. Evaluation and compensation systems shall be selected by the Academy and shall comply with all applicable laws. The Academy through the School Leader shall conduct teacher performance evaluations as it relates to the delivery of the curriculum in the Academy and as required by the Michigan Department of Education.

If the Board becomes dissatisfied with the performance of Worksite Staff, the Board shall state the causes of such dissatisfaction in writing and deliver it to Partner Solutions for Schools. It is agreed that any dissatisfaction shall be reasonable in nature and related specifically to the duties and responsibilities of the Worksite Staff at the Academy.

## 5. JOINT RESPONSIBILITIES

- A. Direction and Control of Worksite Staff. Partner Solutions for Schools will administer payroll and benefit services for the Academy, pay the wages of Worksite Staff and has the right to hire, fire, promote, reassign, discipline and terminate any Worksite Staff in consultation with the Academy and as otherwise provided in this Agreement. In performing the above responsibilities, the School Leader will confer and consult with Partner Solutions for Schools and the Academy as necessary or requested or as otherwise provided in this Agreement before hiring, firing, promoting, reassigning, disciplining and/or terminating any Worksite Staff. The Academy, through the School Leader, will be responsible for the day to day activities of Worksite Staff to operate the Academy in compliance with Academy policies, procedures, their Authorizer contract and all applicable law.

The Academy agrees to follow Partner Solutions for Schools' directives, policies and procedures to maintain compliance in employment issues. In relation to Academy's day-to-day control of Worksite Staff, the Academy may have opportunity to make decisions or take action that is governed by employment laws, including but not limited to the Americans with Disabilities Act, the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor and Standards Act, and any other federal, state, or local employment and discrimination laws. If the Academy makes such decision or takes such action without consulting PS or if the Academy fails or refuses to abide by the advice provided by PS on such issue, Academy agrees to indemnify, defend, and hold PS harmless from any and all claims or liabilities which may arise as a result from such decision or action, or failure to abide by the advice of PS and its instructions as an employer.

- B. Criminal Background Checks. Partner Solutions for Schools and the Academy acknowledge that Worksite Staff assignments must be in compliance with Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background checks and unprofessional conduct checks whether or not they in fact apply to Worksite Staff and that said compliance will be a term and condition of Partner Solutions for Schools' employees, working at the Academy.

The Academy, through the School Leader, shall conduct criminal background checks on all Worksite Staff as required by law. Partner Solutions will track the results and provide reporting as requested. The Academy is responsible for any costs associated with performing the criminal background check.

Partner Solutions for Schools shall conduct unprofessional conduct checks on all Worksite Staff. Partner Solutions for Schools will forward any negative results of unprofessional conduct checks to the School Leader, acting on behalf of the Board.

Partner Solutions for Schools shall consult with the Academy for any non-listed felony before exercising any discretion pursuant to the above referenced statutes.

## 6. BACK OFFICE FINANCIAL SERVICES BY PARTNER SOLUTIONS

- A. Budget Process. Partner Solutions shall provide a budgeting tool to the School Leader in order to construct a budget for Board approval. It is the responsibility of the Board to review, revise, and approve the annual budget. The Academy's CAO shall not be an employee of Partner Solutions but shall be a member of the Academy Board or their designee. The Board and CAO shall remain responsible for any and all budgeting, accounting, bookkeeping, payments, and all financial decisions.
- B. Travel Reimbursement. In the performance of the Back Office Services Partner Solutions will attend Board meetings as requested for the budget, budget revisions and/or such other essential business services. In the event Partner Solutions is requested by the Academy Board to travel to other Academy meetings, events or the like, the Academy shall pay ordinary and customary costs to Partner Solutions for such travel. The costs for such travel will be mutually agreed upon by the Academy Board and Partner Solutions prior to the occurrence of that travel.
- C. Financial Services. Partner Solutions shall provide the Board via the School Leader the following below. See Exhibit B for specific details.
  - 1. a projected annual budget;
  - 2. detailed monthly statements (or as requested by the Board via the School Leader) no more than thirty (30) days after month's end. Financial statements will be provided as directed by the Board via the School Leader within reason prior to each Board meeting to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in fund balance at object level detail with comparison of budget-to-actual and a cash flow statement. These statements shall include all revenues received, from whatever source, with respect to the Academy, and detailed budgets with statements of all direct expenditures for the Services rendered to or on behalf of the Academy, whether incurred on-site or off-site;
  - 3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and Partner Solutions will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy; and,
  - 4. other information as reasonably requested by the Board via the School Leader to enable the Board to monitor Partner Solutions' performance under the Agreement.
- D. Academy Funds. All funds received by the Academy shall be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employees. Interest income earned on Academy accounts shall accrue to the Academy.
- E. Purchases. Partner Solutions will not purchase any materials or equipment with Partner Solutions' funds unless requested by the Academy Board and accompanied by an approved Academy purchase order.
- F. Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that are or were directly developed by the Academy and paid for with Academy funds.

## 7. FEE AND PAYMENT

- A. Service Fee. During the Term of this Agreement, the Board shall pay Partner Solutions an annual fee of three and a half percent (3.5%) of the total Aid received from the State of Michigan, pursuant to the State School Aid Act of 1979, as amended for the particular number of students enrolled in the Academy (the "Fee").

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

the following representations:

- i. (A) PS' compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to PS the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) PS is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.
- ii. In interpreting this Agreement and in the provision of the services required hereunder, PS shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and PS that none of the voting power of the governing body of the Academy will be vested in PS or its directors, members, managers, officers, shareholders and employees, and the Academy and PS will not be related parties as defined in Treas. Reg. 1.150-1(b).

B. Payroll Costs. The Academy will also pay Partner Solutions for Schools, on an at-cost basis for properly invoiced salary, benefits, and other costs attributable to Worksite Staff ("Payroll Costs"), including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, workers' compensation insurance, professional liability insurance, separation costs, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable).

Partner Solutions for Schools shall be in receipt of funds for Payroll Costs no later than the third business day preceding each payroll date ("Payroll Date") for Partner Solutions for Schools' Worksite Staff. Said funds will be received by Partner Solutions for Schools via an electronic transfer, either initiated by the Academy or by Partner Solutions for Schools, whichever is agreed upon by both parties. For purposes of this Agreement the Payroll Date shall be that date or dates established annually by Partner Solutions for Schools.

If the Payroll Costs funding is not received in full three (3) business days prior to the Payroll Date, payroll will not be processed until full payment is received from the Academy, unless prior arrangements have been made in writing between the Academy and Partner Solutions for Schools

C. Reimbursable Expenses. In addition to the Fee, the Academy shall reimburse Partner Solutions for Schools for all costs reasonably incurred and paid by Partner Solutions for Schools directly attributable to and appropriately apportioned to providing the Services as specified in this Agreement ("Reimbursable Expenses"). Such costs include, but are not limited to, Payroll Costs for Worksite Staff that were not advanced under Section B above, costs mandated by governmental entity, administrative agency or court of law (for example, payment into the Michigan Public School Employees Retirement System), employment ads, recruiting fees, background screening fees, Concentra testing fees, advanced training or Academy-specific training, job fair booth fees, substitute charges/fees, and other mutually agreed upon expenses.

Reimbursable Expenses incurred by Partner Solutions for Schools will be paid by the Academy by the 15<sup>th</sup> day of the month following the month the expenditure was incurred by Partner Solutions for Schools.

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

- D. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, Partner Solutions for Schools shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and Partner Solutions for Schools shall only be required to perform its responsibilities under this Agreement to the extent Partner Solutions for Schools has received funds from the Academy.
- E. Other Institutions. The Academy acknowledges that Partner Solutions for Schools may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the “Institutions”). Partner Solutions for Schools shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. Partner Solutions for Schools shall only charge the Academy for expenses incurred on behalf of the Academy.

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

## 8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective for the duration of the Academy’s current authorizing Contract with the Authorizer, subject to earlier termination under this Section. The Term will be for a six (6) year, nine (9) months and ten (10) days period beginning September 20, 2022 and ending June 30, 2029 (the “Term”).
- B. Termination by PS. PS may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below.
1. PS may immediately terminate this Agreement with no additional liability or responsibility if Partner Solutions for Schools fails to receive compensation for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or to reach an agreement with Partner Solutions for Schools on the payment of these funds or else an immediate breach may be declared.
  2. PS may also immediately terminate this Agreement with no additional liability or responsibility upon the occurrence of any of the following:
    - a) Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by successors and assigns, facility closure in a manner that prevents worksite staff from working, or reconstitution;
    - b) The Academy requests a reduction in workforce of more than 20%;
    - c) The Academy is a financially distressed business as set forth in the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq. The Board shall notify Partner Solutions for Schools 90 days prior to the facility closure in order for Partner Solutions for Schools to satisfy notice requirements to Worksite Staff under WARN;
    - d) A determination has been made by a governmental entity, administrative agency or court of law that Partner Solutions for Schools is required to pay into MPSERS.
    - e) Failure by the Academy to pay the Fee or Reimbursable Expenses;

- f) If there is a substantial and unforeseen increase in the cost of administering services of this Agreement; or
- g) The Academy makes decisions inconsistent with the recommendations of PS.

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

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

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

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

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

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

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

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

E. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 [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 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.

## 7. INDEMNIFICATION AND COOPERATION

- A. Indemnification of PS. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless PS and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement; any misrepresentations or breach of this Agreement, enforcement of this Agreement, or Academy's obligations hereunder, including but not limited to, failure to timely and accurately notify PS of any workplace injuries, leaves of absence, hours worked, change in employment status; any claim arising out of the Academy's educational and school operations (including but not limited to student achievement, special education, student discipline, student or parent issues, implementation of policies and procedures); any violations of law by the Academy, its officers, directors, contractors or other agents; any act or omission of the Academy, its officers, directors, contractors or other agents; any incorrect information received from Academy that was relied upon by PS; any acts or failures to act by Academy which occurred prior to the Effective Date of this Agreement; and if the Academy makes a personnel decision without consulting PS or if Academy fails or refuses to abide by the advice provided by PS on such personnel issue.

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

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

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

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

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

- B. Indemnification of the Academy. PS shall indemnify, save, and hold harmless the Academy and all of its employees (if any), officers, directors, volunteers, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by PS with any agreements, covenants, warranties, or undertakings of PS contained in or made pursuant to this Agreement, and any misrepresentation or breach of this Agreement.

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

This indemnification shall not apply to any matter that involves Academy operations, including but not limited to, student achievement, student discipline, special education, parent and community engagement, food service, transportation, athletics, extracurricular activities, building and property management, compliance issues, and/or policy and procedure implementation.

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

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

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

- C. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, shareholders, officers, employees, volunteers, agents, or representatives, from any and all claims and liabilities which they may incur, and which arise out of the negligence of any of the other party's board of directors, shareholders, officers, employees, volunteers, agents, or representatives.
- D. Immunities and Limitations. The Academy may assert all immunities from and statutory limitations of liability in connection with any claims arising under this Agreement.
- E. Responsibility of Academy. The Academy will be solely and entirely responsible for its acts and omissions and for the acts and omissions of the Academy's agents and employees (if any) in connection with the performance of the Academy's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. If PS is made a party to any litigation involving claims arising out of or relating in any way to any alleged acts and/or omissions of the Academy or its directors, agents, or employees, if any, the Academy will provide any reasonable assistance requested by PS in the defense against such claims as long as such assistance does not adversely affect the Academy's ability to defend against such claims.
- F. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate

with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).

G. 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.

## 8. INSURANCE

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

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

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

## 9. WARRANTIES AND REPRESENTATIONS

A. Warranties and Representations of the Academy. The Academy represents to PS that (a) it has the authority

under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions or expenditure approvals required for execution of this Agreement.

- B. Warranties and Representations of Partner Solutions. Partner Solutions represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.
- C. Warranties and Representations of Partner Solutions for Schools. Partner Solutions for Schools represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.
- D. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

## 10. ALTERNATIVE DISPUTE RESOLUTION

- A. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Kent County, Michigan. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Kent County, Michigan, with such variations as the parties and arbitrators unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.
- B. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Kent County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party.

## 11. MISCELLANEOUS

- A. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and PS. This Agreement constitutes the entire agreement of the parties.
- B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or beyond human control or control of the parties including but not limited to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, school closure, pandemic or other acts beyond their reasonable control.

- C. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan.
- D. Governmental Immunity. Nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees (if any), and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407.
- E. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Personal delivery can be accomplished by email to any email hereafter the subject of authorized use for said purpose by the recipient. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

THE ACADEMY:                      Board President  
    West Michigan Aviation Academy  
    5363 44<sup>th</sup> Street, SE  
    Grand Rapids, MI 49512

PS:                                      Partner Solutions  
    Partner Solutions for Schools  
    c/o Chris Matheson  
    869 South Old US 23  
    Brighton, Michigan 48114

- F. Assignment. This Agreement shall not be assigned (a) by PS, without prior consent of the Board, in writing which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of PS, in writing, which consent shall not be unreasonably withheld. PS may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of PS hereunder to any independent contractor, expert or professional adviser.
- G. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO PS HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. PS' TOTAL LIABILITY TO THE ACADEMY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO PS HEREUNDER.
- H. Amendment. This Agreement may only be amended in writing, signed by a duly authorized representative of each party.
- I. Effect of Headings. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.
- J. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.
- K. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the

invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

- L. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- M. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and PS. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.
- N. Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive any termination or expiration of this Agreement without limitation.
- O. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to PS any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. The parties agree to comply with all applicable laws.
- P. Academy Property/Ownership. The parties agree that the Academy shall be the owner of all documentation, education records, data, licenses, copyright, inventions, trade names and marks, logos, including the Academy's official name and name it is known by or formerly known as, developed, produced or created pursuant to the performance of this Agreement, funded by the Academy, by use of time paid for by the Academy and no matter by whom produced or created and which were owned or possessed or asserted by the Academy prior to this Agreement. PS shall return to or make available to the Academy anything owned by the Academy on demand.
- Q. PS Property/Ownership. The parties agree that PS shall be the owner of all documentation, education records, data, licenses, copyright, inventions, trade names and marks, logos, including PS's official name and name it is known by or formerly known as, developed, produced or created pursuant to the performance of this Agreement, funded by PS, by use of time paid for by PS and no matter by whom produced or created and which were owned or possessed or asserted by PS prior to this Agreement. The Academy shall return to or make available to PS anything owned by PS on demand.
- R. Tax Exempt Financing. If the Academy has any outstanding tax-exempt bonds and/or any future tax-exempt debt obligations, the parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of Revenue Procedure 2017-13. In this regard, the Academy and PS make the following representations: (1) (a) PS's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (b) This Agreement does not pass on to PS the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (c) The term of this Agreement is not greater than 30 years or 80 percent of the remaining useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options; (d) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (e) PS is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy. In interpreting this Agreement and in the provision of the services required hereunder, PS shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. (2) As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and PS that none of the voting power of the governing body of the Academy will be vested in PS or its directors, members, managers, officers, shareholders and employees, and the Academy and PS will not be a "related party" as defined in Treas. Reg. 1.150-1(b).
- S. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an

original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy. If the parties agree, signatures may be replaced by representations made in writing and exchanged by the parties in whatever form they agree.

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

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

**THE ACADEMY:**

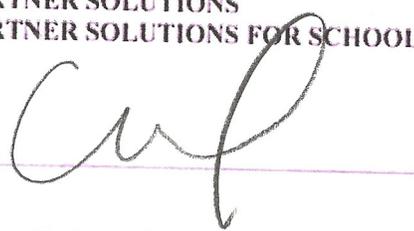
**WEST MICHIGAN AVIATION ACADEMY**, a Michigan public school academy

By: 

Its: Board President

**PS:**

**PARTNER SOLUTIONS  
PARTNER SOLUTIONS FOR SCHOOLS**

By: 

Its: Designated Officer

**EXHIBIT A**  
**HUMAN RESOURCE SERVICES**



## Michigan Human Resources Plus Service Grid

<b>Recruitment Support &amp; Applicant Tracking</b>	<b>Partner Solutions</b>	<b>School Leader</b>	<b>School Board</b>
<b>You receive a user-friendly job posting and applicant tracking system, providing ease for new applicants and ensuring accuracy.</b>	<b>Partner Solutions</b>	<b>School Leader</b>	<b>School Board</b>
Applicant tracking software	•		
Electronic employment application	•		
Job posting development	•	•	
Job posting on Academy website, Indeed, Glassdoor and a multitude of education and position specific websites	•		
Interview, select, verify credentials, reference checks, and make verbal offers to staff		•	
<b>Onboarding &amp; Compliance</b>	<b>Partner Solutions</b>	<b>School Leader</b>	<b>School Board</b>
<b>We are prepared with a dedicated onboarding team to provide a friendly, smooth, and easy onboarding experience for new hires while ensuring all compliance standards are met.</b>	<b>Partner Solutions</b>	<b>School Leader</b>	<b>School Board</b>
Paperless onboarding with digital signature capability	•		
Guidance for employees through the new hire process	•		
Background check documentation – Crime Waiver, Unprofessional Conduct Check, ICHAT	•		
Complete Red Light Green Light Affidavit	•		
Maintain documentation required for Michigan State Police audit on CHRIS records	•		
Complete requirements for Michigan Child Care Background Check System (CCBC)		•	
Approval process for misdemeanors (PS & SL) and felonies (PS, SL, & SB)	•	•	•
Tax forms: state, local and federal	•		
I-9 compliance; Electronic completion by Academy through online supervisor portal	•	•	
Create and send offers of employment upon hire and send addendums as position details change	•		
Give "all clear" to supervisors when new hire steps are complete – onboarding paperwork, background check, and credentials collected.	•		
Notify new hire of start date and communicate actual start date to Partner Solutions		•	
Employee electronic personnel file management	•		
HRIS (Human Resource Information System) database management	•		
Required trainings identified by Partner Solutions assigned to employees to complete via the Partner Solutions online training platform.	•		
Labor Law posters delivered to school	•		
Provide HR Scorecard metrics on quarterly and annual basis	•		
During new hire process and change of position, collect and verify credentials from employee on requirements of assignment.	•		
Obtain permits for teachers and special education approvals upon new hire or position change	•		
Registry of Educational Personnel (REP) completion for Partner Solutions employees	•		



Review of completed Registry of Educational Personnel (REP) for accuracy and congruence with the Teacher Student Data Link (TSDL).		.	
Preparation for personnel reviews/audits from outside agencies	.		
Substitute system management	.	.	
Assist with missing personnel file documentation previously requested by Partner Solutions		.	
Recordkeeping of district provided professional development and staff mentor assignments		.	
Annual staff performance evaluations		.	
<b>Payroll</b>	<b>Partner Solutions</b>	<b>School Leader</b>	<b>School Board</b>
<b>As your trusted payroll provider, you will experience increased control, flexibility, and security, without sacrificing accessibility and compliance.</b>			
Onsite Supervisors verify employee punches and PTO in the timekeeping portal		.	
Payroll approval		.	
Payroll processing (includes online employee and employer portals)	.		
Time and Attendance and PTO tracking platform	.		
Direct deposit & pay card processing	.		
File and deposit all payroll taxes	.		
W-2 and W-3 preparation	.		
State(s) Unemployment Insurance claim administration	.		
Garnishment and agency payments	.		
Detailed payroll reports customized to correspond with the Michigan chart of accounts & GL interface	.		
Respond to employment and wage verification requests	.		
<b>Benefits &amp; Retirement</b>	<b>Partner Solutions</b>	<b>School Leader</b>	<b>School Board</b>
<b>Affordable, top-notch benefits are provided to you and your staff.</b>			
Group Medical, Dental, Vision, Life, and disability package design	.	.	
Determine Academy contribution levels for benefit and retirement plans	.	.	.
Annual Open-Enrollment meeting	.		
Employee benefits communication and education	.		
Annual comparing benefit options and design	.		
FMLA, ADA, USERRA, ERISA, PPACA compliance and guidance	.		
Employee leave of absence management and consultation	.		
Benefit plans premium reconciliation and payment	.		
Benefit plan eligibility assessment	.		
Employee Assistance Program Administration	.		
Voluntary (125) Flexible Spending Account and Dependent Care Account administration	.		
COBRA & HIPPA administration and liability	.		
Retirement Plan administration: enrollment/waiver, 1:1 financial planning, annual plan audit	.		
Workers Compensation coverage, administration, and liability	.		



HR Consultation	Partner Solutions	School Leader	School Board
Receive exceptional service from a dedicated and experienced HR Manager who is ready to advise and support School Leaders on all Human Resource topics.			
Dedicated and personalized expert HR Team	•		
Provide School Leaders with legislative HR updates	•		
Annual staff meeting	•		
Provide standard Job Descriptions	•		
Employee handbook development	•		
Staff retention initiatives best practices	•		
Annual staff survey questions and platform with reporting capabilities	•		
Exit Interview survey questions and platform with reporting capabilities	•		
Supervisor training and consultation on HR best practices, employee discipline, and processes	•		
Staff culture and employee retention		•	
Addressing employee complaints and discipline	•	•	
Termination approval, reduction in force, severance agreement preparation	•		
Respond to litigation, wage and hour, and EEOC claims	•		
HR procedural trainings	•		
Credential consultation and communication	•		
Annual salary comparison data	•		
Performance evaluation tool for School Leader	•		

**EXHIBIT B**  
**FINANCIAL SERVICES**



## Financial Services Summary

<b>Budget &amp; Accounting</b>	<b>Partner Solutions</b>	<b>School Staff</b>	<b>School Board</b>
<b>Through best practices, we will assist your team in developing, implementing and monitoring the school's budget. We stay informed of all related school funding and best practices in order to keep your school's resources allocated in a way to best help your students, staff and families.</b>			
Budget Assumptions (Enrollment, Staff Planning, Use of Grants)		•	•
Budget Development and Calculations using Assumptions	•		
Compliance with State Categorical Funding Levels	•		
Provide software tools and templates for budget preparation	•		
Real Time Budget Monitoring through use of tools provided by Partners Solutions	•	•	•
Monthly review of budget vs. actual amounts per functional category	•	•	
Monthly Cash Projection	•		
State Aid note planning	•		
State Aid note coordination with Lender and Attorney	•		
Authorization and Execution of State Aid Note documents		•	•
Weekly Cash Management	•		
Present budget and accounting information to Board of monthly financial statements		•	
Present budget and accounting information to Board of budget revisions	•		
Preparation of monthly financial statements (including Revenue over Expenditures, Balance Sheet, Cash Flow Statement)	•		
General Ledger Maintenance	•		
Fiscal Grant Reporting	•	•	
Assure grant staff are highly qualified and follow additional regulation of grant		•	
Provide changes to staffing departments on timely basis		•	
Consolidated Application Preparation and Modification		•	
Timekeeping Requirements		•	
Provide budget details for grant budgeting and compliance	•		
Train staff on grant guidelines, Title programs, At Risk, State Categoricals, others		•	
Provide best practice use of grant funding	•		
Review grant spending for accuracy and compliance with approved grant awards	•		
Drawing and recording of grant funding	•		
Maintain student activity and any special revenue accounts		•	
Reconcile student activity and any special revenue accounts	•		



<b>Financial Reporting</b>	<b>Partner Solutions</b>	<b>School Staff</b>	<b>School Board</b>
<b>Our accounting system is built to assure that your stakeholders get the right information at the right time. With our strong system of internal controls, we will review and report all financial information with strict adherence to all applicable rules and regulations.</b>			
Complete and file state financial reports including Financial Information Database, Final Expenditure Reports, Treasury reporting and Special Education Reports	•		
Reconcile all school bank accounts	•		
Year End Closing Process for preparation of required audit files	•		
Conduct audit field work with approved audit firm	•		
Record capital assets and calculate depreciation for annual audit	•		
Submit required, financial reports to trustee of long term debt	•		
Reconcile long term bond transactions for reporting in financial records	•		
Budget for school bond covenants, namely debt service coverage ratio and cash on hand	•	•	
<b>Payables &amp; Processing</b>	<b>Partner Solutions</b>	<b>School Staff</b>	<b>School Board</b>
<b>We pride ourselves on a streamlined processing system to allow the Academy to properly plan and execute purchasing, focusing on intentional purchases. We process these documents quickly in order to pay vendors on a weekly basis.</b>			
Purchasing processes that include pre-approval of purchases with provided tools		•	
Initial and on-going training and support for office staff	•		
Weekly Check payment processing	•	•	
Provide Software tools for processing	•		
Review of weekly invoice and/or payments to assure strong segregation of duties	•	•	
Onboarding of new vendors including verification of proper workers compensation coverage when needed and any conflicts of interest	•	•	
Preparation of Form 1099 for IRS compliance	•		
Provide information regarding Budget Transparency for website	•		
Post information regarding Budget Transparency for website		•	
Provide information for financial authorizer reporting	•		
Post to authorizer portal		•	
Provide information for financial FOIA reporting	•		
Update bank signatories annually in accordance with Board resolutions		•	
Training of conflict of interest/vendor management	•		

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

SCHEDULE 7-1

EDUCATIONAL GOALS

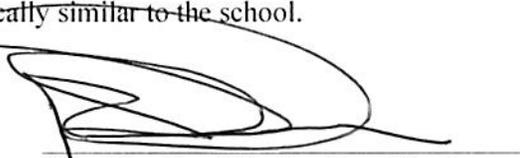
Academic Achievement

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.

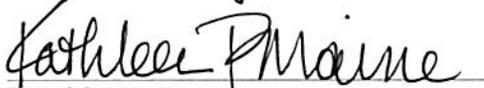
Date: August 16, 2022



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the WMAA Board of Directors at a properly noticed open meeting held on the 16<sup>th</sup> day of August, 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.



WEST MICHIGAN  
AVIATION ACADEMY

Course Selection Handbook  
2022-2023

# West Michigan Aviation Academy Course Selection Handbook 2022-23

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# GRADUATING FROM WEST MICHIGAN AVIATION ACADEMY

## GRADUATION REQUIREMENTS

DEPARTMENT	CREDITS	SPECIFIC REQUIREMENTS
English	4.0	
Mathematics	4.0	Through Algebra II content standards All students must have a math experience senior year
Science	3.0	1.0 credit in physical science (Physics of the Universe) 1.0 credit in chemical science (Chemistry of the Earth) 1.0 credit in life science (Biology of the Earth)
Social Studies	3.0	1.0 credit World History 1.0 credit U.S. History .5 credit Government .5 credit in Economics
World Language	2.0	Two years of the same world language
Physical Education	0.5	
Health	0.5	
Visual, Performing or Applied Arts	1.0	Met through Intro to Engineering & Robotics, Automation, and Manufacturing
Electives	8.0	Aviation, engineering, or elective courses
Community Service		100 hours required (pro-rated for transfer students)
Michigan Merit Exam		Good faith effort on required State of Michigan assessments
<b>TOTAL</b>	<b>26.0</b>	<b>Minimum Credits Required</b>

## GENERAL INFORMATION

1. Graduation from West Michigan Aviation Academy implies that students have satisfactorily completed an approved course of study and that they have acceptably passed any examinations and/or other requirements established by the school.
2. It shall be the responsibility of the CEO and/or his or her designee to maintain a record system that will provide the information necessary to assure that the above policy is enforced.
3. Only approved courses will be accepted for graduation. Coursework taken anywhere but at West Michigan Aviation Academy must be approved in advance to prevent loss of credit through misunderstanding.
4. Twenty-six credits are needed to receive a diploma from West Michigan Aviation Academy. Students lacking not more than one credit at graduation time will be permitted to participate in commencement, provided they are enrolled in and have paid for summer school. The diploma will be withheld until all graduation requirements have been fulfilled.

5. For the small percentage of students that may be unable to meet certain Michigan Merit Curriculum requirements or wish to enrich the Michigan Merit requirements, a Personal Curriculum can be developed. Please see a school counselor regarding this possibility.
6. The Academy's deans and counselors will provide information and assistance to all students to enable them to develop a schedule of courses that will meet requirements for colleges, vocational schools, or any post-high school program selected by the student and her/his parents.
7. Students enrolling in summer school for credit must have school counselor approval in advance of enrollment in the summer school program.
8. A student may repeat a course that s/he has taken and passed, but it will not be for credit. Both grades will be recorded, but only the higher grade will be used in computing the GPA.
9. Students, through approval of their parents, teacher, and counselor, may request to take a course on a credit/no credit basis rather than for a letter grade, but it is limited to one course per semester. It is wise to check with a counselor on the merits of doing so, especially if college admission is a factor.

## TRANSFER CREDIT

1. Prior high school credit earned from accredited schools is transferable, with these exceptions: doctrinal religion courses; driver's education; service activities such as teacher, office, or library assistant.
2. Prior credit will be articulated with the credit and grade from the granting institution, with the exception of grades which fall out of the WMAA grading scale.
3. Credit for high school courses taken in middle school can articulate as credit to West Michigan Aviation only if credit is documented on an official high school transcript.
4. The following policies shall govern the graduation requirements of transfer students:
  - a. Any student who attends West Michigan Aviation Academy during the entire senior year will be allowed to graduate from West Michigan Aviation Academy if s/he fulfills the graduation requirements of WMAA.
  - b. Any student who attends West Michigan Aviation Academy for only the last semester of the senior year will be allowed to graduate from West Michigan Aviation Academy if s/he fulfills the graduation requirements of this school, and the school s/he has transferred from refuses to grant a diploma.
  - c. Any student who has attended West Michigan Aviation Academy through the first semester of the senior year and then transfers to another school will be allowed to receive a diploma from West Michigan Aviation Academy and participate in the graduation exercises, if s/he fulfills all of the Academy's graduation requirements. This does not apply to a student who is expelled from West Michigan Aviation Academy

## KENT ISD PROGRAMS

1. High school level coursework through KISD programs (KCTC, KTC, Launch U) will transfer into WMAA as elective credit only.
2. Kent ISD programs (KCTC, KTC, Launch U) must meet the same grade requirements (70% or higher) as WMAA courses in order to earn high school credit.

## CREDIT ALLOCATION

For traditional courses at West Michigan Aviation Academy, success in each semester-long course provides .5 credit. LIFT courses are granted .1 credit per semester. As such, students enrolled full time at West Michigan Aviation Academy have the possibility of earning 7.2 credits per year. A student is considered to have completed credit if the student demonstrates that he or she has successfully met the content expectations for the credit area; students may earn credit if they successfully demonstrate mastery of the subject area content standards.

In addition to earning credit through traditional courses, students can also earn credit through:

1. Dual enrollment (see page 7)
2. Testing Out (see page 8)
3. Demonstrating proficiency in a more advanced course for which standards are vertically aligned to content standards in a lower level course.

## GRADE LEVEL PLACEMENT

To encourage students to make continuing progress toward graduation, credit requirements have been established for grade level placement. The number of credits earned will determine the grade level placement and the grade classification for each student:

For a student to be in 10 <sup>th</sup> Grade	---	Student must have earned a minimum of	5 credits
For a student to be in 11 <sup>th</sup> Grade	---	Student must have earned a minimum of	11 credits
For a student to be in 12 <sup>th</sup> Grade	---	Student must have earned a minimum of	18 credits

Grade level placements are determined prior to the start of each new school year; students may not change grade levels during the school year. Students who fail to advance to the next grade level will be affected in terms of:

- Locker assignment
- Yearbook photo designation
- Grade level meetings or assemblies
- Class offices and Student Council

Any student who withdraws from school for any period of time will be enrolled at the appropriate grade level based on earned credits at the time of re-enrollment. All students new to WMAA will be assigned to a grade level based on credits earned and accepted by WMAA. Final grade placement will be determined by the school's Dean of Academic & Student Services.

## ACADEMIC HONORS

Student honor roll will be identified twice per year, once after first semester grades and again for spring honors recognitions:

After first semester, students will be identified using semester 1 weighted GPA as follows:

Cum Laude	3.5000 to 3.7999
Magna Cum Laude	3.8000 to 3.99999
Summa Cum Laude	4.0000+

For spring honors recognitions, academic honors will be defined using cumulative weighted GPA as:

Cum Laude	3.5000 to 3.7999
Magna Cum Laude	3.8000 to 3.99999
Summa Cum Laude	4.0000+

Grades are provided on a 4.0 scale with weighted grades on a 5.0 scale for all honors and Advanced Placement courses. Cumulative weighted grade point averages are provided on all official transcripts. WMAA does not provide specific class ranking; rather, WMAA uses a quintile ranking system.

## SELECTING CLASSES

The West Michigan Aviation Academy Board of Directors has established the following guidelines regarding a student's course load:

1. All students, in all grades, are to be scheduled in seven classes plus a LIFT hour each per semester.
2. A college preparatory curriculum consists of a minimum of four academic courses (English, mathematics, social studies, science, world language) each of the four high school years. The more selective the college, the more rigorous the academic load should be in both course difficulty and in number of classes taken.
3. Honors and AP Selection: Each department has developed criteria to help identify who will likely be successful in both honors and AP courses. Using data from each department, students will be placed in and/or encouraged to select the appropriate course during the course registration and scheduling periods.
4. After the first semester, content teachers and the department chair will identify students who are not meeting and/or exceeding course expectations. Using teacher input and course performance data, students may be moved to a different level course with equivalent content. For course-specific policies regarding midyear moves, please review individual course syllabi.

## STEM ENDORSEMENT

The STEM endorsement exists to inspire and recognize students who have strong interest and performance in Science, Technology, Engineering, and Mathematics. The endorsement will serve to set students apart on college and career applications as well as during interviews and scholarship

competitions. Students will be recognized for successful completion of the STEM curriculum at the senior honors program as well as on their diploma.

Students must earn...

1. an unweighted letter grade of B or better in all qualifying STEM endorsement credits.
2. 4 credits in mathematics through trigonometry/pre-calculus
3. 4 credits in science
4. 4 additional credits in STEM elective courses
5. a minimum of 5 honors or AP credits within their STEM credits

Students interested in learning more or applying for the STEM endorsement should see their school counselor.

## DUAL ENROLLMENT

The Postsecondary Enrollment Options Act, commonly referred to as dual enrollment, provides eligibility guidelines and standards for high school dual enrollment, including:

1. Students in grades 9 through 12 may take up to ten postsecondary courses during their high school career. For a student that first dual enrolls in:
  - a. 9th grade: not more than two courses per year in 9th, 10th, and 11th grade, and not more than four courses in grade 12
  - b. 10th grade: not more than two courses in 10th grade, and not more than four courses in 11th and 12th grade
  - c. 11th or 12th grade: not more than six courses per year
2. Public Act 594 of 2004 requires the Michigan Department of Education to set the passing scores on the readiness exams that are used to determine eligibility for dual enrollment. These readiness exams are the MME, the PSAT, the SAT and the ACT. Updated score requirements can be provided by the school counselor or the Michigan Department of Education website.
3. Students must be enrolled in both the eligible school (public or private) and eligible postsecondary institution during the local school's regular academic year and must be enrolled in at least one high school class.
4. The college courses cannot be a hobby, craft, or recreation course, or in the subject areas of physical education, theology, divinity, or religious education.
5. School districts are required to pay an amount equal to the prorated percentage of the statewide pupil-weighted average foundation allowance, based on the proportion of the school year the eligible student attends the eligible postsecondary institution.
6. Students/families should plan to pay for any tuition, fees, or books not covered by the allocated foundation allowance.

West Michigan Aviation Academy encourages and supports dual enrollment for students who show readiness for college level coursework. Students and parents interested in pursuing dual enrollment should be aware that:

1. A signed *Dual Enrollment Agreement* must be on file for each semester of dual enrollment
  - a. Allocation of high school credit will be determined in advance of the course
  - b. Dual enrollment courses taken for high school credit must meet the WMAA grading standards of 70% or higher
  - c. Students who fail to earn college credit (D- or higher) in their dual enrollment course(s) will be responsible for reimbursement of the schools' dual enrollment cost associated with the failed course
2. Students should meet with their counselor to start the dual enrollment application process.
  - a. Students should begin the application process by March 1 for the following fall semester
  - b. Students should begin the application process by October 1 for winter/spring semester
  - c. Students and parents are responsible for meeting all dual enrollment application deadlines through the college or university.
3. The portion of a student's WMAA class schedule, as well as high school credit allocation, will be based on full time college credit equivalency (12 credit hours)

## TESTING OUT POLICY

West Michigan Aviation Academy, in compliance with the School Code of Michigan, will allow students to “test out” of any course or credit area. These tests will be a sound demonstration that a student meets or exceeds the content expectations associated with the credit area. Because some end-of-year tests do not serve as comprehensive measures of content and skill “mastery” as expressed in the Michigan School Code, students may be required to demonstrate a reasonable degree of mastery either through a written examination, written papers, projects, portfolios, or other comparable forms.

The following statements will apply to the testing out provision:

1. Course advancement, credit and/or waiver will only be granted for a C+ (77%) or better.
2. If there is no final exam, credit will be earned by exhibiting mastery through the basic assessment used in the course and may consist of a portfolio, performance paper, project, and/or presentation.
3. When testing out of high school courses, earned credit will count toward high school credits towards the graduation requirements.
4. Successful completion of the testing out provision will also count toward fulfillment of a requirement for a subject area or a course sequence.
5. Credits earned through testing out will not be included in a computation of grade point average.
6. Students who pass a higher class that is vertically aligned in its progression of standards, the student is eligible to receive credit in the lower level course.
7. 2022 Testing Out Timeline:

February 2022	—	Test out information available during course registration
April 29, 2022	—	Deadline for returning students to sign up for test out
June 6-10, 2022	—	Study materials available from Student Services
August 2022	—	Test out assessments administered & graded

## ONLINE COURSES

West Michigan Aviation Academy strongly believes that face-to-face classroom instruction at the high school building is the best learning environment for students. Enrollment in a face-to-face course offered at the high school will be the priority option for all students. However, we recognize that there are situations when a student's best learning option is to enroll in an online/virtual course.

Students and parents must be aware that:

- Students must request virtual learning during the course registration process
- Students must meet with his/her counselor to determine if online learning is the best learning option and, if so, select from an approved list of courses.
- Students and parents will be required to sign the *Online Learning Agreement* prior to the student gaining access to the online course.
- The offsite, online instructor is responsible for unlocking all tests, quizzes, and assessments. Online teachers are given up to 48 hours after a student request to unlock the assessment.
- Each course is assigned a Michigan certified teacher through the online platform who monitors online course progress, communicates with the student, grades assignments and determines the final grade for the course.
- Students and parents should refer to the online platform for accurate information related to a student's progress in the online course.
- Students' grades are calculated based on the quality of the work completed in combination with the student's progress within the course.
- Use of online learning options are limited for when:
  - The student's daily schedule prevents him/her from enrolling in a specific academic or elective course offered by WMAA,
  - The student needs to fulfill a graduation requirement not offered at WMAA,
  - The student needs to enroll in a course for credit recovery and it is not available during the school day, i.e. to make up credit for a course s/he previously failed
  - The Educational Development Plan (EDP) necessitates a course not offered at WMAA
  - Parent requests online learning through 21F legislation
- WMAA uses two platforms for online learning coursework:
  - APEX Learning: Utilized for credit recovery of core content and remediation
  - Michigan Virtual: Utilized for Advanced Placement coursework and world languages other than Spanish.
- Students are required to meet WMAA timelines for course completion, which may not always align with the timelines published by the third party vendors.

## LEARNING THROUGH INTERVENTION & FLEXIBLE TIME (LIFT)

LIFT is an intentional class built into all students' class schedules. LIFT provides individualized support and enrichment through goal-oriented accountable time. In addition to serving as the platform for schoolwide programs and events, LIFT time is used for relationship development amongst peers and between staff and peers, for academic progress and monitoring, and for the implementation of remedial and enrichment opportunities. Students earn .1 credit for each semester of LIFT successfully completed.

## WEST MICHIGAN AVIATION ACADEMY COURSE DESCRIPTIONS

### AVIATION DEPARTMENT

Course Title	Credit	Grade Offered
Introduction to Aviation	0.5	9
Aviation History and Literature (AHL)	0.5	9
Introduction to Aviation Weather & Air Traffic Control	0.25	10
Introduction to Aviation Flight Planning	0.25	10
Introduction to Aviation Maintenance	0.25	10
Introduction to Remote Control Aircraft	0.25	10
Private Pilot Ground School	1.0	11
Project Build a Plane 1	1.0	11
Unmanned Aerial Systems	1.0	11, 12
Unmanned Aerial Systems Innovations	1.0	12
Project Build a Plane 2	2.0	12
Private Pilot Flight Lab	3.0	12
Advanced Aviation	.5	12
Instrument Flight	.5	12

### AV12X: INTRODUCTION TO AVIATION

Prerequisite: None  
Credit: 0.5  
Grade Level: 9 \*required for all 9<sup>th</sup> grade students

This *Introduction to Aviation* course is designed to expose students to the exciting field of aviation and provide a solid foundation of knowledge, skill, and strategies that will be refined, applied, and extended in future aviation courses. In *Introduction to Aviation*, students will explore the basics of aeronautics and aerodynamics, fundamentals of flight, rockets and space, navigation, basic weather principles and the exploration of the aerospace community. West Michigan Aviation Academy freshmen will use this course to begin to define and expand their individual interest in one of four core areas of study: Aircraft Maintenance Technology, Engineering, Aviation Administration, or Aviation Flight Science. The course will also be used to ignite and kindle a life-long passion for aviation.

### **AV13X: AVIATION HISTORY AND LITERATURE (AHL)**

Prerequisite: None  
Credit: 0.5  
Grade Level: 9 \* required for all 9<sup>th</sup> grade students

This class is designed to expose students to the rich history of aviation and the literature and art that has been inspired by human flight. While we explore this fascinating field across multiple eras, we will work on building the necessary reading, writing, and presentation skills to succeed in the field of aviation. This course will examine the early discovery and invention of flying machines, significant aviation-related milestones, the impact of aviation in warfare, and aviation-related crises. Students will be expected to describe the various people and events key to developments in the field of aviation. AHL students will read several non-fiction and fiction aviation-related selections to experience a diverse display of the interest and ingenuity surrounding the field of aviation. At the end of the course, students will be asked to complete a Creative Response Project to demonstrate new learning.

### **AV15X: INTRODUCTION TO AVIATION WEATHER & AIR TRAFFIC CONTROL**

Prerequisite: None  
Credit: 0.25  
Grade Level: 10 \*suggested for sophomores pursuing the flight program

This class is designed to give students an overview of both aviation weather and air traffic control concepts. Aviation weather concepts will be specifically analyzed from the pilot perspective, introducing the student to multiple aviation weather flight planning resources. Knowledge of how weather and atmospheric processes affect the air traffic control system will be explored. This class will highlight many Federal Aviation Regulations (FARs) and investigate the complexities of the National Airspace System (NAS). Students can expect the integrated use of the ATC Live interface to experience first-hand real-time communication scenarios. This class will also conduct several case studies investigating the importance of highly skilled and trained air traffic controllers. Finally, students will gain an understanding of the requirements to become an FAA Certified Air Traffic Controller.

### **AV23X: INTRODUCTION TO AVIATION FLIGHT PLANNING**

Prerequisite: None  
Credit: 0.25  
Grade Level: 10 \*required for sophomores pursuing the flight program

This course is designed to expose students to the necessary math-related skills required for aviation flight science. The class will make full use of aviation maps, charts, graphs, and flight planning tools. Basic algebra concepts will be utilized to complete flight-planning requirements associated with time, distance, speed, and fuel calculations. Additionally, the component of wind will be introduced as it relates to wind triangle calculations for flight planning and flight execution for calculating crosswind-landing requirements. Students will also be required to utilize the appropriate aviation-related charts and graphs to complete altitude conversions, aircraft weight and balance calculations, as well as takeoff and landing calculations. Finally, simple aviation map interpretation and airspace structure should be expected.

### **AV21X: INTRODUCTION TO AVIATION MAINTENANCE**

Prerequisite: None  
Credit: 0.25  
Grade: 10 \*recommended for sophomores pursuing the Build a Plane program

This course will introduce interested sophomore students to various aspects of aviation maintenance technology. The course will include field trips to such places as Signature Flight Support, Kent Aviation Center, and the School of Missionary Aviation and Technology at the Ionia Airport. Establishing an environment of aviation safety is paramount for this aviation elective. Students will be held to strict procedures to ensure safety at all times – SAFETY FIRST! Topics will include the basics of aircraft maintenance that include: utilizing hand and measuring tools, electrical components, reciprocating engine theory, aircraft hardware, aircraft inspections, preventive maintenance, metal structure repair, wood structure repair, and composite repair.

### **AV29X: INTRODUCTION TO REMOTE CONTROL (RC) AIRCRAFT**

Prerequisite: None  
Credit: 0.25  
Grade Level: 10

This *Introduction to Remote Control Aircraft* course is designed to give students hands-on experience in this growing area of aviation. Through both real and simulated flight this class will provide students with the foundational skills necessary to become safe and confident R/C pilots. Students will also gain knowledge in the basic components, construction, and uses of remote aircraft. This course will give students a great start if they are considering moving on to the Unmanned Aerial Systems course.

### **AV320, AV325: PRIVATE PILOT GROUND SCHOOL**

Prerequisite: Algebra I (B or higher), Introduction to Aviation Flight Planning  
Credit: 1.0  
Grade: 11

The *Private Pilot Ground School (PPGS)* course is designed to prepare students for successful completion of the Federal Aviation Administration (FAA) private pilot written examination and prepare them for Phase I of the Flight Science Course. In PPGS, students will examine aviation topics such as: principles of flight, aircraft systems, airplane performance, flight operations, radio communication, FAA regulations, human factors associated with aviation, aeronautical decision making, aviation weather, navigational charts and calculations, and cross country flying. Additionally, the integration of desktop flight simulation will allow hands-on opportunities to apply classroom concepts and provide exposure to basic flight maneuvers. Upon successful completion of this course, students will receive a Certified Flight Instructor (CFI) logbook endorsement to take the FAA Private Pilot Written Examination. To receive a CFI endorsement, a course final examination grade of 80% or higher is required as well as passing each semester with a minimum grade of a C.

### **AV370, AV375: PROJECT BUILD A PLANE 1**

Prerequisite: None  
Credit: 1.0  
Grade: 11

The *Project Build a Plane* course is designed to engage students in the first-hand experience of building an aircraft certified for flight while highlighting future aviation-STEM education career opportunities. This multi-year project will integrate many facets of the aviation industry with a heavy focus on aviation airframe, propulsion, avionics, and strict adherence to safety procedures and expectations. Students can expect to develop an understanding of reading blueprints; technical publication reading; planning sequence for construction and assembly; sheet-metal and/or composite construction related to aircraft design requirements; and specific skills such as riveting, precision measurements, and strict tolerance adherence necessary for safety of flight expectations. An in-depth exposure to professional aviation workspace expectations which include: safety procedures and precautions; industry standard tool control management program; and necessary team cooperation skills development and individual accountability.

### **AV390, AV395: UNMANNED AERIAL SYSTEMS (UAS)**

Prerequisite: none  
Credit: 1.0  
Grade: 11, 12

The *Unmanned Aerial Systems (UAS) Course* is designed to provide students an entry point into this rapidly growing field that is changing the nature of the aviation industry. Students will engage hands-on in the flight, and maintenance of various unmanned aircraft. Guest speakers will highlight real world applications of what is being learned in the classroom. Utilization of the Unmanned Safety Institute (USI) online courseware will assist students prepared to complete their Commercial Remote Pilot License and immediately begin a career as an unmanned pilot. Introduction to RC, Flight Planning, and Weather, are encouraged, but not required.

## **AVCTE490, AVCTE495: UNMANNED AERIAL SYSTEMS (UAS) INNOVATIONS**

Prerequisite: Unmanned Aerial Systems (UAS)

Credit: 1.0

Grade: 12

The *Unmanned Aerial Systems Innovations Course* is for those students who have successfully completed the initial *Unmanned Aerial Systems (UAS)* course, and wish to take the next steps in their professional careers. Students will gain hands-on experience utilizing remote aircraft in more advanced professional roles. This will include realworld piloting, processing imagery, and data analysis gathered on flights. Students will also have the opportunity to develop a deeper technical understanding of their aircraft and equipment. The course will also provide a more detailed exploration of the career, business, and entrepreneurial opportunities that are available to them as remote pilots.

## **AV400, AV405: PROJECT BUILD A PLANE 2**

Prerequisite: None

Credit: 2.0

Grade: 12

The *Project Build a Plane* course is designed to engage students in the first-hand experience of building an aircraft certified for flight while highlighting future aviation-STEM education career opportunities. This multi-year project will integrate many facets of the aviation industry with a heavy focus on aviation airframe, propulsion, avionics, and strict adherence to safety procedures and expectations. Students can expect to develop an understanding of reading blueprints; technical publication reading; planning sequence for construction and assembly; sheet-metal and/or composite construction related to aircraft design requirements; and specific skills such as riveting, precision measurements, and strict tolerance adherence necessary for safety of flight expectations. An in-depth exposure to professional aviation workspace expectations which include: safety procedures and precautions; industry standard tool control management program; and necessary team cooperation skills development and individual accountability.

## **AV49X, AV49X5: PRIVATE PILOT FLIGHT LAB**

Prerequisites: Private Pilot Ground School

Completed application, included passed FAA Private Pilot Written Exam, FAA 3<sup>rd</sup> Class Medical Examination, Administrator Recommendation, & signed parent consent

Credit: 3.0

Grade Level: 12

The *Private Pilot Flight School (PPFS)* course is considered the capstone course for those students who have the desire and motivation to become FAA Certified Private Pilots. Students in this class can expect to utilize the WMAA Redbird simulator, advanced aviation simulation lab, and our Cessna 172s to complete the required FAA flight training requirements to become a private pilot. Additionally, this class will make full use of the Jeppesen Flight Training Syllabus and follow strict adherence to FAA performance standards to ensure student safety and success. The culmination of this class will be successful completion of the Private Pilot Practical Examination administered by an FAA Designated Flight Examiner.

### **AV465: ADVANCED AVIATION**

Prerequisite: Private Pilot Ground School  
Credit: 0.5  
Grade: 12

The *Advanced Aviation* course is designed to expose students to multiple topics that are fundamental to real world flight operations and other components related to the aviation industry. This course will include such topics as: NextGen Air Traffic Control, aviation safety; human factors in aviation; Crew Resource Management (CRM) techniques; Operational Risk Management (ORM) concepts; and the Aeronautical Decision-Making Process. Additionally, the *Advanced Aviation* course will assist students investigate post West Michigan Aviation Academy opportunities within the aviation industry.

### **AV435: INSTRUMENT FLIGHT**

Prerequisite: Private Pilot Ground School  
Credit: 0.5  
Grade: 12

The *Instrument Flight* course is designed to introduce students to the challenging concepts associated with flying without visual reference during instrument flight conditions. Students will examine the following topics in this course: aviation weather, national airspace system, air traffic control system, flight instruments, navigation systems, instrument flight planning and flight procedures, and instrument approach procedures. Additionally, the integration of desktop flight simulation will allow hands-on opportunities to explore classroom concepts as well as provide exposure to simulated instrument flight scenarios. Students will also utilize web-based aviation-related resources to plan and produce real-world instrument flight plans.

## ENGINEERING DEPARTMENT

Course Title	Credit	Grade Offered
Introduction to Engineering Principles	0.5	10
Robotics, Automation & Manufacturing	0.5	10
Intro to VEX Robotics	0.25	10
Intro to Computer Science	0.25	10
Intro to Aerospace Design	0.25	10
Intro to Drafting	0.25	10
Intro to BioMed	0.25	10
Aerospace Engineering	1.0	11
Principles of Biomedical Science	1.0	11
Introduction to Cybersecurity	0.5	11, 12
Computer-Aided Design and Drafting	0.5	11, 12
AP Computer Science Principles	1.0	11, 12
AP Computer Science A	1.0	12
Engineering Design and Development	0.5	12
Autonomous Vehicle Systems	0.5	12
Biomedical Innovations	1.0	12

### EG23X: INTRODUCTION TO ENGINEERING PRINCIPLES

Prerequisite: None

Credit: 0.5

Grade Level: 10 \*required for all 10<sup>th</sup> grade students

This introductory lab and project-based course integrates science, technology, graphic arts & design, engineering, and mathematics (STEAM) concepts and exposes students to fundamental theories of engineering with an aviation focus. Students work in collaborative teams while developing skills in the areas of career exploration, electricity and electronics, drive mechanisms, mechanical design, and basic circuit board construction. Teamwork and time management are also key components of this course. This course will count towards the Michigan Merit Curriculum Visual, Performing, & Applied Arts requirement.

## **EG29X: ROBOTICS, AUTOMATION & MANUFACTURING (RAM)**

Prerequisite: None  
Credit: 0.5  
Grade Level: 10 \*required for all 10<sup>th</sup> grade students

This introductory lab and project-based course integrates science, technology, engineering, and mathematics (STEM) concepts and exposes students to fundamental theories of programming as well as introductions to 3D Printers, CNC Routers, Laser Cutter, and Robotics. Teamwork and time management are also key components of this course. Additionally, students will explore applied mathematical concepts needed for the foundation of engineering concepts. This course will count towards the Michigan Merit Curriculum Visual, Performing, & Applied Arts requirement.

## **EG20X: INTRO TO VEX ROBOTICS**

Prerequisite: None  
Credit: 0.25  
Grade: 10

This course will introduce sophomores to VEX Robotics and the basic fundamentals of robotics design, construction, and programming. This class is designed to develop crucial problem-solving skills as well as critical & computational thinking. VEX is a metal-based robotics platform with bolt-together pieces that are machinable to create any mechanism. Students can begin at any level and move to more advanced engineering concepts as they explore and challenge their robotic design imagination. This class will be differentiated to challenge both new and experienced VEX Robotics students.

## **EG21X: INTRO TO COMPUTER SCIENCE**

Prerequisite: None  
Credit: 0.25  
Grade: 10

In this project-based class students will develop some basic coding principles while creating video games. Students will have the chance to create their version of Pong and Mario as well as create something completely of their own design! The class is a wonderful preview of what coding can do and is the perfect lead up for AP Computer Science Principles and AP Computer Science A.

## **EG26X: INTRO TO AEROSPACE DESIGN**

Prerequisite: None  
Credit: 0.25  
Grade: 10

This course serves as an introduction to the field of Aerospace Engineering. It should be looked at as an opportunity to try the subject before signing up for the full year-long Aerospace Engineering course. This course is project-based and asks students to apply physics concepts to things they build. Significant time is spent creating paper “skimmers”, foam plate gliders, balsa gliders, and other objects influenced by aerodynamics. The class will focus on looking at how those objects manipulate the air around them to create the forces necessary to perform as intended.

### **EG27X: INTRO TO DRAFTING**

Prerequisite: None  
Credit: 0.25  
Grade: 10

This course will allow sophomore students to gain a brief preview of and some experience with paper and pencil drafting. Students will learn about different types of views, how to draw to scale, and how to represent their ideas in an organized and unambiguous manner on paper. This course serves as an excellent foundation to transition to graphic arts & design in the digital age of computer aided design.

### **EG28X: INTRO TO BIOMED**

Prerequisite: None  
Credit: 0.25  
Grade Level: 10

Students play the role of real-life medical detectives as they collect and analyze medical data to diagnose disease. They solve medical mysteries through hands-on projects and labs, measure and interpret vital signs, dissect a sheep brain, investigate disease outbreaks, and explore how a breakdown within the human body can lead to dysfunction.

### **EG320, EG325: AEROSPACE ENGINEERING**

Prerequisite: None  
Credit: 1.0  
Grade: 11, 12

*Aerospace Engineering* explores the evolution of flight, navigation and control, flight fundamentals, aerospace materials, propulsion, space travel, and orbital mechanics. In addition, this course presents alternative applications for aerospace engineering concepts. Students analyze, design, and build aerospace systems. Through hands-on projects, students use industry-standard 3D modeling software to help them design solutions to solve proposed problems, document their work using an engineer’s notebook, and communicate solutions to peers and members of the professional community.

### **EG340, EG345: PRINCIPLES OF BIOMEDICAL SCIENCE**

Prerequisite: None  
Credit: 1.0  
Grade: 11

In Principles of Biomedical Science (PBS), the introductory course of the PLTW Biomedical Science program, students explore concepts of biology and medicine to determine factors that led to the death of a fictional person. While investigating the case, students examine autopsy reports, investigate medical history, and explore medical treatments that might have prolonged the person's life. The activities and projects introduce students to human physiology, basic biology, medicine, and research processes while allowing them to design their own experiments to solve problems.

### **EG32X: INTRODUCTION TO CYBERSECURITY**

Prerequisite: Intro to Computer Science  
Credit: 0.5  
Grade: 11, 12

This class will introduce students to varying aspects of cybersecurity. Students will learn how vulnerable they are while surfing the internet and what can be done to protect their information. The class explores data transmission and capture, encryption, laws related to cybersecurity, multiple electronic attacks as well as physical attacks, and digital citizenship.

### **EG35X: COMPUTER AIDED DESIGN AND DRAFTING (CADD)**

Prerequisite: None  
Credit: 0.5  
Grade: 11, 12

This course provides an introduction to computer-aided design and drafting (CADD). Students will be exposed to the basics of mechanical drawing and drafting, then transition to CADD using the SolidWorks software. The course will culminate with a computer-designed product that will be produced with a 3D printer (modeling). Learning 3D design is an interactive process; students will spend the majority of their class time exploring SolidWorks and expanding their design abilities.

### **EG370, EG375: ADVANCED PLACEMENT (AP) COMPUTER SCIENCE PRINCIPLES**

Prerequisite: Algebra I  
Credit: 1.0  
Grade: 11, 12

This course introduces the fundamental concepts of computer science and challenges them to explore how computing and technology impact the world. With a unique focus on creative problem solving and real-world applications, this course prepares students for college and career. Students will be exposed to the creative aspects of programming, abstractions, algorithms, large data sets, the Internet, cyber-security concerns, and the impact of computers. The class will give students the opportunity to use technology to address real-world problems and build relevant solutions.

### **EG470, EG475; ADVANCED PLACEMENT (AP) COMPUTER SCIENCE A**

Prerequisite: Introduction to Computer Science; completion of or enrollment in Algebra 2  
Credit: 1.0  
Grade: 12

This course prepares students to take the College Board's AP Computer Science A exam. This challenging class is for students who are interested in an in-depth course in computer science theory and practice. Students will learn to program in the Java language, with an emphasis on problem solving, computer science theory, applications, algorithms, programming style, and programming design.

### **EG420: ENGINEERING DESIGN AND DEVELOPMENT (EDD)**

Prerequisite: None  
Credit: .5  
Grade: 12

Implementing the engineering design process, this course allows students to work in teams to design and develop an original solution to an open-ended technical problem. After carefully defining the problem, teams spend the duration of the course designing, building, and testing their solution(s) under the guidance of industry professionals. At the conclusion of the course, students are expected to present and defend their original solution to a panel of industry professionals.

### **EG415: AUTONOMOUS VEHICLES**

Prerequisite: Intro to Computer Science or AP Computer Science  
Credit: .5  
Grade: 12

This capstone course focuses on the systems and processes necessary to design, build, and program fully autonomous vehicles. The goal is for students to be successful in building and programming fully autonomous drones capable of performing complex tasks without direct human control.

## **EG480, EG485: BIOMEDICAL INNOVATIONS**

Prerequisite: Principles of Biomedical Science

Credit: 1.0

Grade: 12

In this final course in the Biomedical Science sequence, students build on knowledge and skills gained from previous courses to design innovative solutions for the most pressing health challenges of the 21st century. Students address topics ranging from public health and biomedical engineering to clinical medicine and physiology. They will have the opportunity to work on an independent project with a mentor or advisor from a university, medical facility or research institute.

## ENGLISH DEPARTMENT

Course Title	Credit	Grade Offered
Literacy Lab	1.0	9
English 9	1.0	9
English 9 Honors	1.0	9
Flight Brief	0.25	10
English 10	1.0	10
English 10 Honors	1.0	10
English 11	1.0	11
English 11 Honors	1.0	11
Yearbook	1.0	11, 12
Creative Writing	0.5	11, 12
English 12	1.0	12
AP English Literature and Composition	1.0	12

### EN100, EN105: LITERACY LAB

Prerequisite: Placement by Student Services and English Department  
Credit: 1.0  
Grade: 9

The goal for Literacy Lab is to provide additional support and intervention to students enrolled in English 9 who have been identified as learners who will benefit from extended instruction in English content and skill development. This course will provide students with supplemental practices as they build their foundation of knowledge and strengthen their reading comprehension, writing fluency, grammatical competence, and vocabulary repertoire. Not only will students in Literacy Lab deepen their exposure with the various texts in English 9, but they will also review foundational elements of grammar and writing organization, expand vocabulary and engage in word studies, apply reading comprehension strategies, and practice close-reading text analysis.

### EN120, EN125: ENGLISH 9

Prerequisite: None  
Credit: 1.0  
Grade: 9

The goal for *English 9* is to build a solid foundation of knowledge, skills, and strategies that will be refined, applied, and extended as students engage in more complex ideas, texts, and tasks. In *English 9*, students will engage with various genres of classic and contemporary narrative and informational texts that will be read and analyzed throughout high school. Students will consider how they build their identities, how their relationships impact others, and their responsibility to society. Additionally, students will connect with and respond to texts by analyzing relationships within and across families, communities, societies, governments, and economies. Lastly, students will demonstrate mastery of literature, writing, language (vocabulary and grammar), and speaking and listening skills through small and large group discussion, individual and small group projects, written analysis, and quizzes and tests.

### **EN170, EN175: ENGLISH 9 HONORS**

Prerequisite: Middle school or Department Recommendation, 8th Grade Data  
Credit: 1.0  
Grade: 9

The goal for *English 9 Honors* is to extend beyond the basic knowledge, skills, and strategies to engage in more complex ideas, texts, and tasks. In *English 9 Honors*, students will engage with various genres of classic and contemporary narrative and informational texts that will be read and analyzed throughout high school. Students will consider how they build their identities, how their relationships impact others, and their responsibility to society. Ninth graders will connect with and respond to texts by analyzing relationships within and across families, communities, societies, governments, and economies. Additionally, students will demonstrate mastery of literature, writing, language (vocabulary and grammar), and speaking and listening skills through small and large group discussion, individual and small group projects, written analysis, and quizzes and tests. The complexity of texts and the pace of English 9 Honors are both more challenging than the traditional sections of English 9.

### **EN220, EN225: ENGLISH 10**

Prerequisite: English 9  
Credit: 1.0  
Grade: 10

The goal for English 10, American Literature, is to further students' literacy skills, knowledge, and strategies as they apply to the reading and writing of literature, particularly as it relates to their world. In English 10, students will delve into the various genres of classic and contemporary American narrative and informational texts through reading and analysis. Tenth graders will connect with and respond to texts by analyzing relationships between cultures, ethnicities, regions, economies, and time periods. By engaging with texts written by a diverse set of authors, students will learn to relate their lives and experiences to those of other people and groups. Students will also learn to question their role in and responsibility to society.

## **EN270, EN275: ENGLISH 10 HONORS**

Prerequisite: Department Recommendation  
Credit: 1.0  
Grade: 10

The goal for English 10 Honors is to further students' literacy skills, knowledge, and strategies as they apply to the reading and writing of literature, particularly as it relates to their world. Students will delve into the various genres of classic and contemporary American narrative and informational texts through reading and analysis. Tenth graders will connect with and respond to texts by analyzing relationships between cultures, ethnicities, regions, economies, and time periods and will learn to relate their lives and experiences to those of other people and groups. Students will also learn to question their role in and responsibility to society. The complexity of texts and the pace of English 10 Honors are both more challenging than the traditional sections of English 10.

## **AV25X: FLIGHT BRIEF**

Prerequisite: None  
Credit: 0.25  
Grade Level: 10 \*required for all 10<sup>th</sup> grade students

The purpose of WMAA's Flight Brief course is to develop and improve students' ability to speak publicly in a range of settings. Students will be exposed to a variety of public speaking opportunities within the field of aviation and beyond. Emphasis will be placed on listening skills, organization and support of speech writing, and dynamic delivery. The course goals include improving control over speaking habits and enunciation and addressing all situations with poise and confidence. Flight Brief students will be expected to participate in formal and informal speaking opportunities as well as delivering a panel discussion group presentation.

## **EN320, EN325: ENGLISH 11**

Prerequisite: English 10  
Credit: 1.0  
Grade: 11

English 11 is designed to give students a taste of the English literary canon while developing an appreciation for the evolution of the English language. English 11 is a comprehensive survey of British authors and the chronological development of British literature. Through reading, writing, speaking, listening, and viewing experiences, students explore works from Beowulf through the Modern Age. The course will cover the development and importance of storytelling in society. Students will develop critical thinking skills through literary analysis and open dialogue. The course encourages literary analysis through a variety of writing modes in preparation for higher academic writing.

### **EN370, EN375: ENGLISH 11 HONORS**

Prerequisite: Department Recommendation  
Credit: 1.0  
Grade: 11

The English 11 Honors course offers pre-AP English students an opportunity for a rigorous survey of British authors and the chronological development of British literature. Through extensive reading, writing, speaking, listening, and viewing experiences, students explore works from Beowulf through the Modern Age. The course encourages in-depth literary analysis with an increased sophistication in analytic and argumentative writing and research. Students will create a variety of written and creative projects and products. Reading will include essays, non-fiction texts, novels, short stories, and poems.

### **EN330, EN335: YEARBOOK**

Prerequisite: Department approval based on required application  
Credit: 1.0  
Grade: 11, 12

Yearbook is businesslike in nature and allows students to participate in the production of the school yearbook and multiple school news outlets. Students in this course are required to learn layout design; write and fit copy, captions, and headlines; sell advertisements; learn basic photography skills; and be proficient on a computer. Individual responsibility is essential toward completion of assignments for deadlines. Students will also have the opportunity to accept leadership positions and develop new skills as they build the yearbook. Students will also have an opportunity to participate in multiple committees including photography, copy editing, senior photo and quote collecting, WMAA News/ social media broadcasting and advertising, administrative inventory and invoicing, and layout design. Interested students must complete and submit an application. This course will count toward an elective credit.

### **EN33X: CREATIVE WRITING**

Prerequisite: None  
Credit: 0.5  
Grade: 11, 12

This semester-long elective will allow students to explore and refine their creative writing skills in a variety of different mediums. We will write short stories, poetry, memoirs, and many other types of creative, written expression. We will also explore the editorial and publishing process in more depth than a general English class. Student work will culminate in a portfolio of polished work completed by the end of the semester. This elective would be ideal for a student who wants a creative outlet during the day or who is interested in a career in journalism, writing, or publishing. This course will count toward an elective credit.

## **EN420, EN425: ENGLISH 12**

Prerequisite: English 11  
Credit: 1.0  
Grade: 12

*English 12* is a course in which students prepare for the reading and writing lives they will lead after high school. Three essential components exist: the choice reading program, professional writing, and world literature. In the first semester, we launch the choice reading program, which continues throughout the entire year. We then layer in a focus on the methodology of writing within the realms of post-secondary preparation. Towards the end of first semester, we will begin incorporating whole-class texts, studying multimodal literature (in the form of a podcast), the formation of one's identity, and journeys. This evolves into a second semester's study of world literature. Important concepts from our whole-class texts include discernment, cultural understanding, and empathy with regard to all forms of literature in a global context. Students will seek to understand the moral and artistic value of various cultures through the works studied. Together we will learn and think about the world's literature and discuss other worldviews with an open mind.

## **EN480, EN485: ADVANCED PLACEMENT (AP) ENGLISH LITERATURE AND COMPOSITION**

Prerequisite: Department Recommendation  
Credit: 1.0  
Grade: 12

*AP English Literature and Composition* is a two-semester, college-level course designed to foster deeper growth in the careful reading and critical analysis of works of literary merit. The course involves extensive study of how to form meaning and produce college-level writing about these texts. Students will consider a work's structure, style, themes, and literary elements and how they contribute to the work's significance. Summer reading prior to the course will be required. Successful achievement on the AP Exam allows the student the potential to earn college credit.

## HEALTH AND PHYSICAL EDUCATION DEPARTMENT

Course Title	Credit	Grade Offered
Health	0.5	9
Physical Education	0.5	9
Fit for Flight	0.5	11, 12
Leadership	0.5	11,12
Strength Training	0.5	11, 12
Lifetime Sports	0.5	11, 12

### PE12X: HEALTH EDUCATION

Prerequisite: None  
Credit: 0.5  
Grade Level: 9 \*required

The goal of the 9th grade Health Education class is to focus on the importance of maintaining good health in order to live a long, healthy, and fulfilling life. The class will emphasize the impact that physical, social, emotional, spiritual, and mental health has on an individual's performance in the classroom and within their work environment. Health Education will give students a chance to learn concepts and practice skills throughout a variety of units, including: Healthy Behaviors, Decision Making, Communication, Goal Setting, Advocacy, Accessing Information, Analyzing Influences, and Comprehending Concepts, CPR and First Aid.

### PE13X: PHYSICAL EDUCATION

Prerequisite: None  
Credit: 0.5  
Grade Level: 9 \*required

This class will focus on the importance of developing motor, cognitive, and personal-social skills in order for students to be happy, healthy, and active across the lifespan. The class will give students a chance to learn and practice skills in a variety of activities, while learning the importance of physical activity on their personal health and well-being. Students will learn how to record and track their fitness progress by using the results of their fitness tests, which will occur three times per year. This integral part of this class will emphasize the importance of being accountable for one's own health and being able to relate good health to positive performance in the classroom and in the workplace.

### **PE31X, PE32X: FIT FOR FLIGHT 1, FIT FOR FLIGHT 2**

Prerequisite: Physical Education  
Credit: 0.5  
Grade: 11, 12

This course will be structured around fitness standards in body composition, muscular strength and endurance and cardiovascular endurance. Students will learn the proper knowledge and skills to enhance their personal fitness. Students will perform cardiovascular workouts and will engage in strength training. This program will be structured on an individual basis so each student may achieve the maximum benefit. This course can be taken more than once.

### **PE33X: LEADERSHIP**

Prerequisite: None  
Credit: 0.5  
Grade Level: 11, 12

Students will be exposed to different perspectives on the topic through engagements with modern media, class discussions, and a variety of texts. The course will emphasize public speaking skills ranging from civil in-class debates to independent and group presentations. Through a combination of in-class activities, hands-on lessons, and authentic opportunities to engage in civic leadership outside of the classroom, students will learn from the examples of others while becoming models of leadership themselves. The class culminates in the presentation and reflection of a project in servant leadership.

### **PE35X, PE36X: STRENGTH TRAINING 1, STRENGTH TRAINING 2**

Prerequisite: Physical Education  
Credit: 0.5  
Grade: 11, 12

The emphasis of the strength-training course is to build knowledge of muscular strength, endurance, and flexibility as well as the practice of each, along with practice of understanding and developing cardiovascular endurance and body composition. The students will learn weight room safety, warm-up/cool down procedures, lifting technique, major muscle identification, and individual goal setting. In addition, students will monitor and improve their fitness levels by participating in assessments throughout the semester as well as developing their own workout plans catered to their own individual goals. This course can be taken more than once.

## **PE42X: LIFETIME SPORTS**

Prerequisite: 9<sup>th</sup> Grade PE

Credit: 0.5

Grade: 11, 12

Lifetime sports focuses on preparing students with the knowledge, skills, and experience that will allow them to engage in recreational activities throughout their lives. Building confidence in common recreational sports allows students to maintain a healthy lifestyle and gives students the opportunity to practice healthy habits involving their physical health and social health. Sports which students will participate in will include ultimate frisbee, team handball, volleyball, pickleball, badminton, bowling, golf, and other sports. An effort is made each semester to take students out of the gym and into the real world for extension activities such as the bowling alley or a driving range.

## MATHEMATICS DEPARTMENT

Course Title	Credit	Grade Offered
Pre-Flight Math	1.0	9
Algebra I	1.0	9, 10
Algebra I (H)	1.0	9, 10
Geometry	1.0	9, 10, 11
Geometry (H)	1.0	9, 10, 11
Algebra II	1.0	10, 11, 12
Algebra II (H)	1.0	10, 11, 12
Trigonometry/Pre-Calculus	1.0	11, 12
Trigonometry/Pre-Calculus (H)	1.0	11, 12
Financial Math I	0.5	11, 12
Financial Math II	0.5	11, 12
Advanced Placement (AP) Calculus AB	1.0	11, 12
Advanced Placement (AP) Statistics	1.0	11, 12
Dual Enrollment Calculus 2/3	1.0	11, 12

### MA100, MA105: PRE-FLIGHT MATH

Prerequisite: 8<sup>th</sup> Grade Math and/or placement from New Student Orientation

Credit: 1.0

Grade Level: 9

The purpose of this course is to enhance the foundation of concepts and skills in numbers & operations, algebra, geometry, measurement, and probability & statistics in preparation for Algebra 1. In addition, students will build on their ability to solve problems, reason logically, communicate understanding, and make mathematical connections.

### MA120, MA125: ALGEBRA I

Prerequisite: Pre-flight math, pre-algebra, or middle school recommendation

Credit: 1.0

Grade Level: 9, 10

The purpose of this course is to lay the concept and skill foundation for all high school and college math courses with a functional approach to algebra. Students will build on their ability to communicate with graphs and symbols and begin developing an understanding of the meaning and use of data models. They will explore ways to represent data relationships (data tables, graphs, equations, and verbal descriptions). Through reasoning and practice, students will begin to develop fluency with all algebraic operations.

### **MA160, MA165: ALGEBRA I HONORS**

Prerequisite: Middle school recommendation  
Credit: 1.0  
Grade Level: 9, 10

This course is a more rigorous presentation of the curriculum in Algebra I. Honors students will work with the same topics as Algebra I students, but will be expected to take on more challenging and in-depth problems related to those topics. Honors students will be expected to complete additional assignments, a semester project, and extended assessments throughout the semester.

### **MA220, MA225: GEOMETRY**

Prerequisite: Algebra I  
Credit: 1.0  
Grade Level: 9, 10, 11

In this course, students will develop skills in logic and proof, study right triangle trigonometry, and expand their knowledge of transformations, coordinate geometry, measurement formulas, and 3-dimensional figures. They will learn to apply their knowledge to solve problems involving principles of layout, structure, and design.

### **MA270, MA275: GEOMETRY HONORS**

Prerequisite: Algebra I & department recommendation  
Credit: 1.0  
Grade Level: 9, 10, 11

Taking a more rigorous and in-depth approach than geometry, students will develop skills in logic and proof, study right triangle trigonometry, and expand their knowledge of transformations, coordinate geometry, measurement formulas, and 3-dimensional figures. They will learn to apply their knowledge to solve problems involving principles of layout, structure, and design. Additional topics of study include symbolic logic, exploring the Golden Ratio, and trigonometric topics such as the unit circle and polar coordinates.

### **MA320, MA325: ALGEBRA II**

Prerequisite: Algebra I and Geometry

Credit: 1.0

Grade Level: 10, 11, 12

This course emphasizes linear, exponential, logarithmic, trigonometric, polynomial, and other special functions for their abstract properties and as tools for modeling real world situations. Concepts from algebra and geometry will lead to skills in data analysis, discrete math, and trigonometry.

### **MA360, MA365: ALGEBRA II HONORS**

Prerequisites: Algebra I, Geometry & department recommendation

Credit: 1.0

Grade Level: 10, 11, 12

This course is a more rigorous presentation of the curriculum in Algebra II. Students will work with the same topics as Algebra II students, but will be expected to take on more challenging and in-depth problems related to those topics. Compared to Algebra II, students will be expected to complete additional assignments, a project, and extended assessments throughout the semester.

### **MA430, MA435: TRIGONOMETRY/PRE-CALCULUS**

Prerequisite: Algebra II

Credit: 1.0

Grade Level: 11, 12

This course introduces students to trigonometric concepts of polar and parametric functions, conic sections, and logistic modeling. Linear, exponential, logarithmic, trigonometric, and polynomial functions, as well as matrices, will also be studied in depth. In addition, the course provides a solid foundation for calculus by expanding students' understanding of the usefulness of data models, honing their ability to make sense of data tables and symbolic expressions, and establishing fluency with symbol manipulation techniques. Students will examine both algebraic and non-algebraic functions and relationships, including exponential, logarithmic, composite, rational, and trigonometric. Such functions are used in many scientific endeavors and occupations. Lastly, students will be introduced to AP Calculus content including continuity, limits, and derivatives.

### **MA460, MA465: TRIGONOMETRY/PRE-CALCULUS HONORS**

Prerequisites: Algebra II & department recommendation

Credit: 1.0

Grade Level: 11, 12

This course is a more rigorous presentation of the curriculum in Trigonometry/Pre-Calculus. Additional topics of study include in-depth analysis of trigonometric graphs including tangent and the reciprocal functions, analytic trigonometry and verification of identities, physics applications of vectors, matrix computations, and introductory AP Calculus content including continuity, limits, and derivatives.

### **MA410: FINANCIAL MATH I**

Prerequisite: Completion of or concurrent enrollment in Algebra II

Credit: 0.5

Grade Level: 11, 12

This course is recommended for students who have completed Algebra II and are looking for a career in any aspect of business. This course comprises 8 major units that have applications in real-life mathematics. Units are as follows: life after high school, consumer awareness and expenses, income savings and taxes, budgets, bargain shopping and negotiation, credit and debt, housing and insurance, investing, and retirement.

### **MA415: FINANCIAL MATH II**

Prerequisite: Completion of or concurrent enrollment in Algebra II

Credit: 0.5

Grade Level: 11, 12

This course is recommended for all students and is designed to teach beginner and intermediate skills necessary to be successful with spreadsheets. Aspects covered in this class will be: cell and data manipulation, formatting and conditional formatting, formulas with cell references, and creating charts and graphs. Students will see how setting up a proper spreadsheet will save them time and effort and help them be financially successful.

### **MA480, MA485: ADVANCED PLACEMENT (AP) CALCULUS AB**

Prerequisites: Trigonometry/Pre-Calculus & department recommendation

Credit: 1.0

Grade Level: 11, 12

This course follows the guidelines provided by the College Board for Advanced Placement courses. Functions, their graphs, their limits (including one-sided limits), and the property of continuity are covered in detail. Rate of change and the derivative at a point on a function and the derivative of the entire function, along with integrals of functions are also studied which culminate in the use of the Fundamental Theorem of Calculus. The course concludes with the Advanced Placement Calculus AB exam offered in May.

## **MA470, MA475: ADVANCED PLACEMENT (AP) STATISTICS**

Prerequisites: Algebra II & department recommendation

Credit: 1.0

Grade Level: 11, 12

Students will investigate data patterns with density and normal curves and study statistical correlation of data. Students will design experiments and study probability with discrete, continuous, binomial and geometric distributions. Students will be able to interpret results using significance tests and make inference for distributions, proportions, Chi-Square procedures and regression models. Reading and problem solving are emphasized throughout the course. Students are encouraged to take the Advanced Placement Statistics examination.

## **DEDU, DEDU317: : DUAL ENROLLMENT CALCULUS 2 & CALCULUS 3**

Prerequisites: Calculus I or qualifying score on the AP Calculus examination

Credit: 2.0

Grade Level: 11, 12

Dual enrollment Calculus II and Calculus III are offered to WMAA students through a partnership with Davenport University. Each course is a semester in length and takes place over a 2-block period. Calculus 2 covers methods and applications of integral calculus, improper integrals, sequences and series including theory and applications of Taylor series, and an introduction to differential equations. Calculus III covers polar coordinates, three-dimensional Euclidean space including lines, planes and space curves, vector operations, multivariable scalar and vector-valued functions, partial derivatives, line and surface integrals, multiple integrals, and Green's, Stokes and the divergence theorems.

## SCIENCE DEPARTMENT

Course Title	Credit	Grade Offered
Physics of the Universe	1.0	9
Physics of the Universe Honors (H)	1.0	9
Chemistry of the Earth	1.0	10
Chemistry of the Earth (H)	1.0	10
Biology of the Earth	1.0	11,12
Anatomy and Physiology	1.0	11, 12
Advanced Placement (AP) Biology	1.0	11, 12
Advanced Placement (AP) Chemistry	1.0	11, 12
Advanced Placement (AP) Physics C: Mechanics	1.0	11, 12

### **SC140, SC145: PHYSICS OF THE UNIVERSE**

Prerequisite: None

Credit: 1.0

Grade Level: 9

This yearlong course will combine physics concepts with space sciences. The storyline concepts that are found in this course include Forces & Motion, Forces at a Distance, Energy Conservation, Nuclear Processes, Waves & Electromagnetic Radiation, and Stars & the Origin of the Universe. Observations of the crosscutting concepts will be discussed throughout the course as students explore patterns, cause & effect relationships, scales, systems & models, energy flows & matter cycles, structure & function connections, and notions of stability & change. Students will also investigate natural phenomena by designing and implementing experiments that help them to better understand the physical world around them. This course also heavily emphasizes graphing and communicating scientific information through whole class discussions and lab reports.

### **SC 180, SC 185: PHYSICS OF THE UNIVERSE HONORS (H)**

Prerequisite: Concurrent enrollment or completion of Algebra 1

Credit: 1.0

Grade Level: 9

This course is intended to introduce freshmen to the fundamentals of physics and the universe through extensive experimentation, discourse, reading and writing using common science practices and engineering principles modeled through all science courses at West Michigan Aviation Academy. Students will investigate topics including forces in motion, forces at a distance, energy conversion, nuclear processes, waves & electromagnetic radiation, and stars & the origin of the universe. This course will include a more rigorous application of reading, writing, and math as well as more student-designed experimentation than Physics and will serve as an excellent stepping stone to AP Physics and Chemistry of the Earth.

### **SC240, SC 245: CHEMISTRY OF THE EARTH**

Prerequisite: Physics of the Universe or Physics of the Universe (H)  
Credit: 1.0  
Grade Level: 10

The hands-on course is designed for students to develop an understanding of the science of chemistry through the use of experiments, class discussions, demonstrations, projects, and presentations. The storyline concepts that are found in this course include density, combustion, heat & energy in the Earth, atoms, elements, molecules and chemical reactions. Students will investigate various phenomena and propose working theories for the science behind the experiment.

### **SC280, SC285: CHEMISTRY OF THE EARTH HONORS**

Prerequisite: Physics of the Universe and Department Recommendation  
Credit: 1.0  
Grade Level: 10

This course will include a more rigorous application of general chemistry concepts and place an emphasis on reading, writing, and math as well as more student-designed experimentation than general chemistry and will serve as an excellent stepping stone to AP Chemistry. The storyline concepts that are found in this course include density, combustion, heat & energy in the Earth, atoms, elements, molecules and chemical reactions. Students will investigate various phenomena and propose working theories for the science behind the experiment.

### **SC340, SC345: BIOLOGY OF THE EARTH**

Prerequisite: Chemistry of the Earth or Chemistry of the Earth (H)  
Credit: 1.0  
Grade Level: 11

This course aims to build student knowledge of science and of life through the study of living systems. The main concepts in this course include Ecosystem Interactions & Energy, Photosynthesis & Respiration, Evidence of Evolution, Inheritance of Traits, Structure, Function & Growth, and Ecosystem Stability & the Response to Climate Change. Observations of the crosscutting concepts will be discussed as students explore patterns, cause & effect relationships, scales, systems & models, energy flows & matter cycles, structure & function connections, and notions of stability & change.

### **SC430, AC435: ANATOMY AND PHYSIOLOGY**

Prerequisite: Completion of or concurrent enrollment in Biology of the Earth or AP Biology  
Credit: 1.0  
Grade Level: 11, 12

This class starts with a basic overview of biological systems and their functions. Students will learn interactions between the levels of organization of the human body and the individual parts of each level. The anatomy and function of each of these systems will be discussed throughout the class: integumentary, skeletal, muscular, nervous, endocrine, cardiovascular, lymphatic and immune, respiratory, digestive, urinary, and reproductive. The anatomical planes and sections will also be studied. At the end of each unit, diseases will be discussed that pertain to the systems of the body being studied in the unit. This is a great class for any student interested in expanding on what they learned in Biology or AP Biology class and interested in pursuing a career in any health field. This is also a helpful class to take in order to better understand biomedical sciences.

### **SC460, SC465: ADVANCED PLACEMENT (AP) BIOLOGY**

Prerequisites: Chemistry of the Earth or Chemistry of the Earth (H)  
Credit: 1.0  
Grade Level: 11, 12

This course is rigorous and is the equivalent of an introductory college biology course. Content will be covered in more depth and greater expectations will be placed on interpretation and analysis of information than previous biology courses. The four main areas of study are cells, genetics, evolution and ecology. Crosscutting concepts will be analyzed throughout the year. In addition, statistical analysis of data and modeling of concepts will be expected. A significant amount of studying must be completed at home to allow time for discussion, labs, and inquiry during class time.

### **SC470, SC475: ADVANCED PLACEMENT (AP) CHEMISTRY**

Prerequisites: Chemistry of the Earth or Chemistry of the Earth (H)  
Department recommendation  
Credit: 1.0  
Grade Level: 11, 12

*AP Chemistry* is designed to be a rigorous course that is the equivalent to a first-year college course. This class will include topics such as atomic structure/theory, chemical bonding, nuclear chemistry, states of matter, reaction types, equilibrium, kinetics, and thermodynamics. Crosscutting concepts will be analyzed throughout the year. A significant amount of studying must be completed at home to allow time for discussion, labs, and inquiry during class time. Students who enroll in this course are encouraged to take the AP Chemistry Exam in May.

### **SC450, SC455: ADVANCED PLACEMENT (AP) PHYSICS C: MECHANICS**

Prerequisites: Completion of or enrollment in Trig/Precalculus

Credit: 1.0

Grade Level: 11, 12

AP Physics C: Mechanics is a calculus-based, college-level physics course, especially appropriate for students planning to specialize or major in one of the physical sciences or engineering. Students cultivate their understanding of physics through classroom study and activities as well as hands-on laboratory work as they explore concepts like change, force interactions, fields, and conservation.

## SOCIAL STUDIES DEPARTMENT

Course Title	Credit	Grade Offered
World History	1.0	9
World History (H)	1.0	9
U.S. History	1.0	10
Advanced Placement (AP) U.S. History	1.0	10
Government	0.5	11
Advanced Placement (AP) United States Government and Politics	1.0	11
Economics	0.5	11
Advanced Placement (AP) Macroeconomics	0.5	11
Advanced Placement (AP) Microeconomics	0.5	11
Psychology	1.0	11, 12
Child Development	0.5	11, 12
Sociology	0.5	11, 12
World Cultures	0.5	11,12
Human Geography	0.5	11, 12
AP Psychology	1.0	11, 12

### SS120, SS125: WORLD HISTORY

Prerequisite: None  
Credit: 1.0  
Grade Level: 9

This course covers the history, geography and current issues of the Middle East, Asia, Africa, Europe, and the Americas. The social changes, political systems, rise and fall of empires and civilizations, technological advances, religions, and cultural achievements will be studied in the context of each cultural era. Through the analysis of primary source documents and other artifacts, students are encouraged to make connections between the past and present.

### SS170, SS175: WORLD HISTORY HONORS

Prerequisite: None  
Credit: 1.0  
Grade Level: 9

This course covers the same topics as World History, but will progress at a faster pace and will include more in-depth reading and writing. The social changes, political systems, rise and fall of empires and civilizations, technological advances, religions, and cultural achievements will be studied in the context of each cultural era. Through the analysis of primary source documents and other artifacts, students are encouraged to make connections between the past and present.

### **SS220, SS225: U.S. HISTORY**

Prerequisite: None  
Credit: 1.0  
Grade Level: 10

This comprehensive, yearlong study of United States history will stress political, economic, social, diplomatic, and cultural developments from the Reconstruction era to modern times. Students will be required to read primary and secondary sources, analyze historical trends, evaluate actions of individuals and groups, and develop writing skills that display historical ways of thinking. Balanced with the grade-appropriate rigor, this course offers the opportunity for students to closely interact with the curriculum through debate, discovery, film, projects and role-play.

### **SS280, SS285: ADVANCED PLACEMENT (AP) U.S. HISTORY**

Prerequisite: Department Recommendation  
Credit: 1.0  
Grade Level: 10

This course is a comprehensive, accelerated, college-level survey course encompassing North American and United States history and geography from the colonial era to the present. The intent is to develop an understanding of the key people, events, ideas, issues, and trends throughout our history that have defined who and what we are today. Critical and evaluative thinking ability will be honed through shared research, class discussions, essay writing and the interpretation of primary and secondary source documents. College credit can be earned by demonstrating understanding of information and ideas on the College Board AP US History exam, which students will be encouraged to take. This course is considerably more challenging and demanding than most high school courses and requires a great commitment. The class will help strengthen students' ability to assess historical materials, their relevance to a given interpretive problem, their reliability, and their importance, and to weigh the evidence and interpretations presented in historical scholarship.

### **SS32X: GOVERNMENT**

Prerequisite: None  
Credit: 0.5  
Grade Level: 11

In this course, students will evaluate the structure and function of the United States Government at the national, state, and local levels and the rights and responsibilities of citizens within that structure. The course covers the fundamental ideas, functions and processes that form the basis of the American political system. Areas to be addressed include power, authority, and government; foundations of American government; political participation and behavior; legislative, executive, and judicial branches of government; and the United States and the world.

### **SS360, SS365: ADVANCED PLACEMENT (AP) UNITED STATES GOVERNMENT AND POLITICS**

Prerequisite: Department Recommendation  
Credit: 1.0  
Grade Level: 11

The yearlong course provides an analytical perspective on United States government and politics. This course includes both the study of general concepts used to interpret U.S. politics and the analysis of specific case studies. It also requires familiarity with the various institutions, groups, beliefs, and ideas that constitute U.S. political reality. Students will become acquainted with a variety of theoretical perspectives and explanations for various behaviors and outcomes. Current political, legal, and government issues will be used to illustrate major concepts and refine the student's understanding of the American political system. AP U.S. Government and Politics will provide students with a true college atmosphere in content, pacing, and instruction. Emphasis will be placed on critical and higher-level thinking skills and essay writing. The course will challenge a student's ability to think and analyze material critically, and provides an opportunity to earn college credit through the AP exam.

### **SS33X: ECONOMICS**

Prerequisite: None  
Credit: 0.5  
Grade Level: 11

The economics course enables students to understand and consider potential implications of basic scarcity, a problem faced by all individuals, businesses, and societies. From personal decisions to global concerns, economics teaches students how to successfully evaluate the concept of choice. Through weighing both short- and long-term costs and benefits, examining alternatives, and anticipating intended and unintended consequences of economic choices, students will be prepared to make decisions regarding the economy. Units of study include economic fundamentals, how markets work, economic institutions and organizations, economics of the public sector, measuring and monitoring the economy, and the U.S. and the global economy.

### **SS38X: ADVANCED PLACEMENT (AP) MACROECONOMICS**

Prerequisite: Department Recommendation

Credit: 0.5

Grade Level: 11

The course is a one-semester study of the principles of economics that apply to the economic system as a whole with particular emphasis on the analysis of national income and price determination, government spending and taxation, money, banking, monetary policy and international trade. Students will also become familiar with economic performance measures, economic growth, the financial sector, stabilization policies, and international economies. This course is taught with the purpose of preparing students to take the AP Macroeconomics Exam.

### **SS42X: ADVANCED PLACEMENT (AP) MICROECONOMICS**

Prerequisite: Department Recommendation

Credit: 0.5

Grade Level: 11

This is an introductory college-level course focused on the principles of economics that apply to the functions of individual economics decision-makers. The course also develops students' familiarity with the operation of product and factor markets, distributions of income, market failure, and the role of government in promoting greater efficiency and equity in the economy. This course is taught with the purpose of preparing students to take the AP Microeconomics Exam.

### **SS340, SS345: PSYCHOLOGY**

Prerequisite: None

Credit: 1.0

Grade Level: 11, 12

This is a yearlong course that introduces students to the basic principles of psychology. Throughout the course, we will evaluate why humans behave the way that they do. We will look in-depth at the human brain, conditioning, sensation and perception, memory, sleep, human development, what motivates humans, what forms personality, theories of emotion, and psychological disorders. Students will explore the world of psychology through discussions, hands-on projects, and activities.

### **SS40X: CHILD DEVELOPMENT**

Prerequisite: None

Credit: 0.5

Grade Level: 11, 12

This class will explore developmental psychology and the different stages children go through from birth to adulthood. Developmental psychology will be applied through career exploration units that all center around working with children. Careers that we will interact with include day care, education, social work, pediatrics, and government. This class is designed for people who have an interest in working with children or learning more about the development of a child.

### **SS35X: SOCIOLOGY**

Prerequisite: None  
Credit: 0.5  
Grade Level: 11, 12

This introductory course examines the principles and methodology of sociology and the development, structure, and functioning of human society. Students will explore the role of culture, socialization, and deviance in society as well as how these sociological concepts influence group and individual behavior. Through this course, students will investigate research studies and subcultures, participate in group activities and simulations, and analyze group behavior like sociologists.

### **SS41X: WORLD CULTURES**

Prerequisite: None  
Credit: 0.5  
Grade Level: 11, 12

This cultural and regional survey course will examine the various cultures of the modern world. The geographic, historic, religious, cultural, social, political, and economic aspects of several of the major world regions will be examined comparatively in order to provide students with an understanding of the various and diverse regions of the world. The course provides students with a sense of their own culture as well as a global framework and understanding.

### **SS31X: HUMAN GEOGRAPHY**

Prerequisite: World History or World History Honors  
Credit: 0.5  
Grade Level: 11, 12

The purpose of this course is to explore how the *way* people live is affected by *where* they live. Students will study spatial patterns to examine how people make use of space with topics such as migration, agriculture, and political geography. We will study the environmental consequences that are associated with the geographic issues presented in this course. Students will be looking for patterns in different cultures, identifying trends, and then extrapolate how cultures might change and grow in the future. As a class, we will bring certain skills to study these patterns and trends at a more local level and apply them to the very diverse Grand Rapids area. Lastly, students will explore different methods and tools used by geographers in their practice in a lab-based setting.

### **SS310, SS315: ADVANCED PLACEMENT (AP) PSYCHOLOGY**

Prerequisite: None  
Credit: 1.0  
Grade Level: 11, 12

AP Psychology serves motivated students seeking to understand human behavior from a scientific perspective. The course surveys and analyzes history, research, biology, social psychology, personality, stress and health, abnormal psychology, development, learning, intelligence, memory and more. Success in the course may facilitate success on the AP exam.

## SPANISH DEPARTMENT

Course Title	Credit	Grade Offered
Spanish I	1.0	9
Spanish II	1.0	9, 10
Accelerated Spanish II/III Honors	1.0	10
Spanish III	1.0	10, 11
Spanish IV	1.0	10, 11, 12
Advanced Placement (AP) Spanish Language and Culture	1.0	11, 12

Throughout our Spanish courses, students will develop written, spoken, and cultural Spanish, using the Michigan Foreign Language Standards of:

- Communication (written and spoken),
- Culture (the practices and perspectives of groups of people),
- Connections (between other disciplines and languages and Spanish),
- Comparisons (of the Spanish language and cultures and your own), and
- Communities (using Spanish in and outside of the classroom).

The aim of the Spanish department is to develop the four main language skills of speaking, writing, reading, and listening in order to use Spanish in a wide range of settings and careers. Additionally, students will learn what it means to be a global learner prepared to meet the challenges of the contemporary world. A heavy emphasis of Spanish will be on making connections to different Hispanic cultures and countries throughout the world, as well as engaging with the vibrant Hispanic community in Grand Rapids.

Incoming students with previous experience in Spanish can be placed in a higher level of Spanish by attending one of the placement testing sessions offered the Spring before or during New Student Orientation. During placement testing, students will be asked to demonstrate the level of proficiency they have in understanding and using Spanish and will be placed in the level of Spanish that matches their proficiency level.

### **WL120, WL125: SPANISH I**

Prerequisite: None

Credit: 1.0

Grade Level: 9

This course is designed for students with little to no previous Spanish experience or students who need a thorough review of the basics of the language. Students will daily be exposed to spoken and written Spanish as we study Hispanic culture and will learn basic communication skills. These skills will be refined through a variety of methods including repetition, cultural units, storytelling, and novels.

## **WL220, WL225: SPANISH II**

Prerequisite: Completion of Spanish I or Department Recommendation

Credit: 1.0

Grade Level: 9, 10

This course is designed for students who have already completed Spanish 1 or demonstrate a proficiency level equivalent to the completion of Spanish 1. Similar to Spanish 1, Spanish 2 will daily expose students to the Spanish language, both spoken and written, as we study Hispanic culture and further develop our communication skills. The main units of this course will include storytelling, novels, and cultural units.

## **WL280, WL285: ACCELERATED SPANISH II/III HONORS**

Prerequisites: Overall Grade of 90% in Spanish I and/or Department Recommendation

Credit: 1.0

Grade Level: 10

Spanish 2/3 Accelerated is an honors-level Spanish course. This fast-paced course is designed to both push our linguistically minded students and allow our students to be able to take AP Spanish by their senior year. Spanish 2/3 Accelerated follows the main units of both Spanish 2 and Spanish 3 courses. Students will daily be exposed to spoken and written Spanish as we study Hispanic culture and further develop our written and spoken communications. These skills will be refined through storytelling, novels, and cultural units.

## **WL320, WL325: SPANISH III**

Prerequisite: Spanish II or Department Recommendation

Credit: 1.0

Grade Level: 10, 11

This course is designed for students who have already completed Spanish 2, or demonstrate a proficiency level equivalent to the completion of Spanish 2, and who wish to further enhance their Spanish language skills. The focus of the class will be on improving communication and literacy skills through thematic cultural units and reading novels. Students will also continue to develop writing and speaking skills and begin to develop Spanish academic language proficiency.

## **WL420, WL425: SPANISH IV**

Prerequisite: Spanish II Honors, Spanish III, or Department Recommendation

Credit: 1.0

Grade Level: 10, 11, 12

This course, similar to our other courses, contains cultural units, storytelling, and novels. However, Spanish 4 focuses on higher level language, including: grammar, extended vocabulary, sentence structure and style. Additionally, Spanish 4 pushes students to develop academic language skills through extensive reading, listening, writing, and speaking. Spanish 4 is designed to grow students with varying experience and background in Spanish to higher levels of fluency and prepare students to be very successful in AP Spanish.

### **WL470, WL475: ADVANCED PLACEMENT (AP) SPANISH LANGUAGE AND CULTURE**

Prerequisite: Spanish IV or Department Recommendation

Credit: 1.0

Grade Level: 11, 12

Taught predominantly in Spanish, AP Spanish Language and Culture emphasizes communication by applying interpersonal, interpretive, and presentational skills in real-life situations, including vocabulary usage, language control, communication strategies, and cultural awareness. The AP Spanish Language and Culture course engages students in an exploration of culture in both contemporary and historical contexts. The course develops students' awareness and appreciation of cultural products (e.g., tools, books, music, laws, conventions, institutions); practices (patterns of social interactions within a culture); and perspectives (values, attitudes, and assumptions). This course is taught with the purpose of preparing students to take the AP Spanish Language Exam.

## INTERVENTION COURSES

Course Title	Credit	Grade Offered
Summit	1.0	9, 10, 11, 12
English Language Development (ELD)	1.0	9, 10, 11, 12
Skills for Success	1.0	9, 10, 11, 12

### **ELSO, ELS5: SUMMIT COURSE**

Prerequisite: Department Placement  
Credit: 1.0  
Grade Level: 9, 10, 11, 12

The Summit course is designed to support English Learners by teaching 21<sup>st</sup> century skills such as assistive technology, organization, study skills, communication, and self-advocacy. This course is designed to fill in the gaps of life and personal skills that are not able to be taught during traditional high school content courses or English Language Development courses.

### **ELL220, ELL225: ENGLISH LANGUAGE DEVELOPMENT (ELD)**

Prerequisite: Department Placement  
Credit: 1.0  
Grade Level: 9, 10, 11, 12

The course is designed to help students work towards achieving proficiency in reading, writing, speaking, and listening in the English language. The curriculum is centered around WIDA's 4 Key Uses of language: Explain, Narrate, Inform, and Argue. Students will receive authentic practice and instruction in the social language of English. With a focus on developing fluency for multiple purposes through the use of theme-based units and informational text, students will be exposed to a variety of texts to build background and students will produce writing for academic purposes. Using WIDA's 4 Key Uses, students will work to increase their vocabulary in academic contexts, continue to develop their listening comprehension and increase their fluency by repeated practice of text designed to expose students to academic language used across the content areas.

### **SE110, SE115: Skills for Success**

Prerequisite: Department Eligibility Required  
Credit: 1.0  
Grade Level: 9, 10, 11, 12

The Skills for Success Course is offered to a student with an Individual Education Plan (IEP) requiring a resource program. The course is designed to be results-oriented, focused on improving both functional and academic skills of the student. Alignment of the specially designed instruction (SDI), related services, and/or accommodations support the student's unique areas of around the individual's IEP and post-secondary vision/course of study.

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

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

# West Michigan Aviation Academy

## Schedule 7-3

### Description of Staff Responsibilities

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#### Academy Staffing Overview

The Academy will be a high school serving from 600 students. The positions listed below represent those filled or anticipated as the Academy grows. All remaining services will be contracted out.

<b>Chief Executive Officer.....</b>	<b>1</b>
<b>Director of School Operations .....</b>	<b>5</b>
<b>Dean of Aviation &amp; Engineering.....</b>	<b>7</b>
<b>Dean of Academic &amp; Student Services .....</b>	<b>9</b>
<b>Dean of Teaching &amp; Student Learning .....</b>	<b>12</b>
<b>Licensed School Counselor .....</b>	<b>15</b>
<b>School Social Worker .....</b>	<b>17</b>
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<b>School Psychologist .....</b>	<b>25</b>
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<b>Paraprofessional .....</b>	<b>28</b>
<b>Director of Development &amp; Marketing .....</b>	<b>29</b>
<b>Development &amp; Special Projects Coordinator .....</b>	<b>32</b>
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**WEST MICHIGAN AVIATION ACADEMY BOARD**

**WMAA JOB DESCRIPTIONS**

**Facilities Manager ..... 35**

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**Athletic Coach ..... 39**

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# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: CHIEF EXECUTIVE OFFICER (CEO)**

### **QUALIFICATIONS:**

- Valid Michigan school administrator's certificate or be enrolled in a program leading to certification as a school administrator within six months of being employed by the Academy
- Central office, school administration and teaching experience as determined by the Board
- Demonstrated success with curriculum, personnel management, school finance and strategic planning
- Strong leadership and communication skills
- Ability to establish and maintain effective working relationships with students, peers, parents and community
- Ability to respond to common inquiries or complaints from parents, regulatory agencies, or members of the business community
- Ability to present information effectively to Academy Board
- Effective written and oral communication skills
- Required criminal history background check

**REPORTS TO: Academy Board of Directors**

**SCOPE OF RESPONSIBILITY:** The Chief Executive Officer will be the Academy's leader. Leadership responsibilities of the CEO shall extend to all activities of the Academy, all phases of the educational program, all aspects of the financial operation, all parts of the physical plant, and the conduct of such other duties as may be assigned by the Academy Board. The CEO may delegate these duties together with the appropriate authority, but may not delegate ultimate responsibility for results or accountability.

The CEO will work with students, staff, the Academy Board, parents, the charter authorizer, the Educational Service Provider and any other contractors to ensure that the Academy meets its educational goals and all state and federal requirements. The CEO will be the individual primarily responsible for carrying out Board policy with respect to all aspects of Academy operation.

### **PERFORMANCE RESPONSIBILITIES:**

1. Instructional Leadership:
  - a. Develops and evaluates educational program, aviation curriculum, and character
  - b. Ensures that the goals of the Academy are reflected in its educational program and operations.
  - c. Provides for the timely completion of annual state and school-level reporting and planning requirements.
  - d. Reviews with staff all curriculum guides and courses of study.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

Recommends, for Board adoption, curricula, courses, textbooks and time schedules.

- e. Ensures implementation and evaluation of all curricula and inclusion of mandated programs and state core curriculum content standards.
  - f. Provides for curriculum articulation among grade levels.
  - g. Encourages staff to develop programs, services and projects that reflect instructional diversity, alternatives and flexibility, while assuring a consistent education for all students.
  - h. Ensures the effectiveness of the instructional program by measuring student achievement against state and local standards. Initiates program changes as necessary.
  - i. Develops guidelines and direction for monitoring the effectiveness of existing and new programs. Provides information to Academy Board on progress toward the Academy's measurable goals.
  - j. Seeks out available sources for grant funding to support programs and projects.
  - k. Keeps professionally current and informed on research-based educational practices.
2. Personnel Administration:
- a. Hires, evaluates, encourages and assists Academy staff.
  - b. Implements sound personnel practices to direct, supervise, and mentor staff.
  - c. Develops recruitment and retention procedures to assure well-qualified applicants for professional and nonprofessional positions. Participates in final candidate interviews, as appropriate, and recommends appointment of all certified and noncertified staff to the Board.
  - d. Ensures that all staff is observed and evaluated annually in accordance with law and established procedures. Recommends certified and noncertified employees for contract renewal or termination.
  - e. Recommends and implements the Academy's professional development plan.
  - f. Ensures that all teaching staff fulfill continuing professional development and receive in-service training required by state/federal laws. Assumes responsibility for the maintenance of appropriate documentation in a central file and timely submission of all required reports.
3. Financial Management
- a. Ensures implementation of Board financial policies and procedures. Provides direction to and supervision of school business functions. Encourages development and implementation of sound business practices.
  - b. Ensures that the budget implements the Academy's goals.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

- c. Initiates and supervises development of the annual budget, providing opportunity for staff input. Recommends budget and budget priorities for Board approval and communicates the educational and monetary impact of the budget to the community.
  - d. Ensures that the Academy develops and implements a multi-year (3-5 years) comprehensive plan.
  - e. Oversees school facility management to provide safe, efficient and attractive buildings, with strong emphasis on preventative maintenance and custodial care. Ensures annual inspections of the school building for adherence to health and safety codes.
  - f. Continually assesses business management practices to achieve efficiency.
  - g. Provides adequate control and accounting of the Academy's financial and physical resources.
  - h. Oversees Academy purchases of supplies, equipment and instructional material.
4. School/Community Relations:
- a. Promotes community support of the Academy, assists public understanding of Academy programs and services, reports plans, events and activities of interest, and solicits community opinions regarding school and education issues.
  - b. Develops strategies to promote parental involvement in their children's education and provides opportunities for parent-teacher interaction.
  - c. Maintains contact and good relations with local media.
  - d. Ensures that Academy interests will be represented in meetings and activities of municipal and other governmental agencies.
  - e. Represents the Academy and its interests in community organizations, activities and projects.
  - f. Acts as the Academy's FOIA officer.
5. Chief Executive Officer-Board Responsibilities:
- a. Provides leadership in the implementation of the Academy's vision, mission, and goals.
  - b. Prepares and recommends short- and long-range plans for Board approval and implements those plans when approved.
  - c. Attends all regular and special meetings of the Board and participates in a professional leadership role. Designates an administrative staff member to serve in his/her absence.
  - d. Knows Board policy and respects the policymaking authority and responsibility of the Board.
  - e. Recommends drafts of new policies or changes to the Board. Establishes guidelines and processes for monitoring implementation of Board policies
  - f. Collects adequate and reliable information before making

## **WEST MICHIGAN AVIATION ACADEMY BOARD**

### **WMAA JOB DESCRIPTIONS**

recommendations and decisions.

- g. Prepares, in conjunction with the Board president, agenda recommendations relative to all matters requiring Board action, including all facts, information, options and reports needed to assure informed decisions. Provides advice and counsel to the Board on matters before it.
- h. Provides a communication system to keep the Board informed of Academy issues and critical information needed for decision-making.
- i. Anticipates potential problems. Recommends policies or courses of staff action.
- j. Keeps the Board informed regarding development at state and national levels that would be helpful to the Academy.
- k. Ensures that all local, state/federal standards for the health and safety of students and staff are maintained and that required reports are maintained.
- l. Fulfills all statutory obligations and implements the education law of the State of Michigan, the administrative code of the Michigan Department of Education, and the Authorizer's requirements as found in the charter contract.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Director of School Operations**

### **QUALIFICATIONS:**

- Associate's degree or 2-4 years' experience in administrative or secretarial positions
- Experience with Microsoft Office products
- Ability to respond to common inquiries or complaint from parents
- Ability to communicate and work effectively with parents, teachers and the CEO
- Exhibit a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Must possess the ability to work as part of a team, think creatively and relate well with other team members.
- Must be accurate, organized and detail oriented
- Possess excellent communication skills, both in verbal and written formats
- Training or experience in PowerSchool preferred
- Required criminal history background check

**REPORTS TO: Chief Executive Officer**

**SCOPE OF RESPONSIBILITY:** The Director of School Operations shall provide clerical, secretarial and administrative support to the CEO and shall be responsible for communicating information to students, parents, staff, charter authorizer and other agencies. The Director of School Operations shall ensure compliance with financial, legal, administrative, state and charter requirements. S/he will also support the broad array of services provided to students, parents, instructional and support employees.

### **PERFORMANCE RESPONSIBILITIES:**

1. Maintains and updates bookkeeping at the Academy.
2. Maintains school files, including personnel files.
3. Maintains computerized student records system.
4. Responds to inquiries from internal and external parties and facilitates communication.
5. Lead and supervise Athletic Director and Facilities Manager
6. Supports other personnel in the completion of their work activities.
7. Compiles data from a variety of sources and monitors program activities for the purpose of complying with financial, legal, and administrative requirements.
8. Assists CEO with correspondence, memoranda, and reports as needed.
9. Orders and maintains school supplies; completes purchase requisitions for supplies, books and materials.
10. Organizes the details for student enrollment process for both new and returning students.

# **WEST MICHIGAN AVIATION ACADEMY BOARD**

## **WMAA JOB DESCRIPTIONS**

11. Distribute paperwork and communicate with Board of Directors on a monthly basis.
12. Prepare bank deposits and deposit funds on behalf of the school.
13. Prepare MSDS State reporting submissions for Fall, Spring, and EOY count.
14. Prepare TSDL submission and CRDC collection.
15. Work with Student Services on Progress Reports and Report Cards for students.
16. Submit budget detail in MEGS+ for title funds.
17. Code invoices properly and submit for payment to management company on a weekly basis.
18. Coordinates school wide e-communications to families.
19. Maintains professional atmosphere of school office.
20. Greets all incoming visitors and ensure that the guests sign in/out as required.
21. Attends meetings as assigned.
22. Maintains office equipment and work areas.
23. Performs other duties as assigned by CEO.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Dean of Aviation & Engineering**

### **QUALIFICATIONS:**

- Bachelor's degree, recommend a Master's degree
- FAA Certified Flight Instructor
- Minimum of 3-5 years of experience in aviation administration
- Certification required by state law
- Ability to respond to common inquiries or complaints from parents, regulatory agencies, or members of the business community
- Ability to present information effectively to Academy Board
- Ability to establish and maintain effective working relationships with students, peers, parents and community
- Effective written and oral communication skills
- Required criminal history background check

**REPORTS TO: Chief Executive Officer**

**SCOPE OF RESPONSIBILITY:** The Dean of Aviation & Engineering will be one of the Academy's leaders. S/he shall provide management oversight and hold specifically defined roles pertaining to the aviation and engineering aspects of the Academy. Leadership responsibilities of the Dean of Aviation & Engineering shall extend to all aviation and engineering activities of the Academy, all phases of the aviation and engineering educational program, and the conduct of such other duties as may be assigned by the Chief Executive Officer. The Dean of Aviation & Engineering may delegate these duties together with the appropriate authority, but may not delegate ultimate responsibility for results or any portion of accountability.

S/he will work with students, staff, the Academy Board, parents, the charter authorizer, the Educational Service Provider and any other contractors to ensure that the Academy meets its aviation and engineering educational goals.

### **PERFORMANCE RESPONSIBILITIES:**

1. Instructional Leadership
  - a. Works with the CEO to develop and evaluate educational program, aviation curriculum, and character education components of the curricula to ensure compliance with state, federal, and Academy Board standards
  - b. Ensures that the goals of the Academy are reflected in its educational program and operations.
  - c. Assists the CEO in the completion of aviation-related annual state and school-level reporting and planning requirements.
  - d. Reviews with staff all aviation curriculum guides and courses of study. Recommends, for Board adoption, aviation curricula, courses and

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

textbooks.

- e. Ensures implementation and evaluation of all Board-approved aviation and engineering curricula and inclusion of mandated programs.
  - f. Provides for aviation and engineering curriculum articulation among grade levels.
  - g. Encourages staff to develop programs, services and projects that reflect instructional diversity, alternatives and flexibility, while assuring an articulated, consistent education for all students.
  - h. Develops guidelines and direction for monitoring the effectiveness of existing and new aviation and engineering programs.
  - i. Keeps professionally current and informed on research-based educational practices.
  - j. Ensure the safe and professional operation of all flight training.
  - k. Hire qualified faculty and flight instruction cadre with the professional experience to ensure the highest of standards of excellence.
2. School/Community Relations:
- a. Promotes community support of the Academy.
  - b. Assists public understanding of Academy aviation and engineering programs and services.
  - c. Identifies available community resources, aviation agencies, and engineering partnerships.
  - d. Maintains contact and good relations with local media.
  - e. Ensures that Academy interests will be represented in meetings and activities of municipal and other governmental agencies.
  - f. Represents the Academy and its interests in community organizations, activities and projects.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Dean of Academic & Student Services**

### **QUALIFICATIONS AND SKILLS:**

- An advanced degree in educational administration or a related field
- Minimum of 3-5 years of experience in teaching or in an academic field
- Valid Michigan school administrator's certificate or be enrolled in a program leading to certification as a school administrator within six months of being employed by the Academy
- At least three years of experience as a successful leader at the high school level, either as an administrator or as a department head
- Ability to present information effectively to the Board of Directors
- Ability to establish and maintain positive working relationships with students, peers, parents and community
- An effective communicator, both in writing and as a public speaker
- Extensive background in college admissions
- Strong working knowledge of collegiate programs in aviation and engineering
- Adept at conflict resolution, drawing on strong interpersonal and collaborative skills
- Excellent working knowledge and understanding of technology
- Combines vision with very strong organizational skills
- Required criminal history background check

**REPORTS TO: Chief Executive Officer**

**SCOPE OF RESPONSIBILITY:** The Dean of Academic & Student Services must be a proven academic leader familiar with and passionate about education. S/he will help shape the school's academic vision as a member of the school's leadership team, curriculum team, and School Improvement Team. The Dean of Academic & Student Services is primarily responsible for developing and implementing all aspects of the academic program including the school's master schedule, student schedules, school year calendar, student transcripts, credit reviews, graduation requirements, and academic planning. S/he will oversee and administer the college counseling program; district, state, and federal assessment cycles; student support programs to include special education and English Language Learning.

### **PERFORMANCE RESPONSIBILITIES:**

1. Leadership
  - a. Utilizes data in program planning for academic, college, career, and student support programs
  - b. Leads the Student Assistance team as part of the schoolwide MTSS process

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

- c. Prepares reports for the Board of Directors related to school programs, Michigan Department of Education changes, schoolwide assessment results, and more
  - d. Collaborate with the leadership team for the development and implementation of schoolwide vision and strategic planning.
  - e. Collaborates with the Dean of Teaching and Student Learning on school systems and long-term planning
  - f. Leads and supervises the Student Support Services team including counselors, special education providers, English learner service providers, psychologist and social worker
  - g. Leads and coordinates the hiring process for teachers and classroom support staff
  - h. Leads the new staff, student teachers/interns, and long-term substitutes onboarding process to include connecting staff to serve as the first POC to connect them to other leadership team members/classroom spaces, etc
2. Student Support Services
- a. Ensures a system of free and appropriate special education and related services is available to all pupils with educational disabilities.
  - b. Develops and oversees the delivery of the Academy's intervention and referral services for pupils who are experiencing difficulties in their classes and who have not been classified as in need of special education.
  - c. Implements a school counseling program aligned to the standards outlined by the American School Counselor Association
  - d. Identifies available community resources and social service agencies that support education and healthy student development and refers students and families accordingly
  - e. Supervises and evaluates Special Education, English Learning, and counseling staff to ensure compliance as well as a holistic system of student support.
  - f. Coordinates funding from state and federal programs to support district improvement and programmatic goals.
  - g. Oversees the food service program provided by Grand Rapids Public Schools
  - h. Collaborates with Director of School Operations on the student information system to manage student records including student enrollment, academic planning, assessment data, and reporting
  - i. Oversees student clubs, including National Honor Society
3. Curriculum & Assessment
- a. Works with the Dean of Teaching and Student Learning, and others, on curriculum development and academic review
  - b. Initiate, coordinate, and evaluate implementation of curricular/instructional programs

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

- c. Oversee and facilitate school assessment program to ensure compliance with all district, state, and federal testing requirements related to College Board Suite of Assessments, NWEA, Advanced Placement, NAEP, and Michigan Merit Exam
  - d. Ensures that WMAA is in compliance with state and charter mandated assessments and that all of the assessment cycles for NWEA MAP and the State of Michigan are organized and completed within the appropriate timelines.
  - e. Analyze assessment data to develop strategies to help teachers identify curricular areas of need.
4. Academic Planning
- a. Works closely with CEO and teaching staff on master schedule for all academic classes
  - b. Develops framework for career exploration and college planning
  - c. Oversees grading and student evaluation
  - d. Collaborates with the Dean of Teaching and Student Learning and others to initiate instructional programs.
  - e. Oversee graduation plans for all students through consistency with board-approved graduation requirements or through the development of Personal Curriculums

### PROFESSIONAL EXPECTATIONS:

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession
- Participates in a meaningful and continuous process of professional development
- Contributes to the overall school climate by supporting WMAA goals
- Manages time and resources to address WMAA needs
- Follows established administrative policies and procedures

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Director of Teaching & Student Learning**

### **QUALIFICATIONS AND SKILLS:**

- An advanced degree in educational administration or a related field
- Valid Michigan school administrator's certificate or be enrolled in a program leading to certification as a school administrator within six months of being employed by the Academy
- Minimum of 3 years of experience in teaching and curriculum development, as well as an administrator/department chair
- Knowledge of current educational philosophy and future trends in curriculum and instruction
- Experience in planning, conducting, and/or facilitating workshops, conferences, and staff development/ in-service programs
- Excellent working knowledge and understanding of educational technology
- Strong organizational skills with a recognition of accountability
- Demonstrated ability to establish and maintain effective working relationships with students, peers, parents and community
- A superb communicator, both in writing and as a public speaker
- Required criminal history background check

**REPORTS TO: Chief Executive Officer**

**SCOPE OF RESPONSIBILITY:** The Dean Teaching & Student Learning must be a proven academic leader passionate about education and knowledgeable about the art of teaching. S/he will help shape the school's academic vision as a member of the school's Leadership Team and facilitator of the School Improvement Team. H/She is primarily responsible for overseeing classroom instruction, supporting instructional staff, leading professional development, and planning for special projects. The Dean of Teaching & Student Learning is responsible for the implementation of all behavior and discipline policies and procedures. The primary objective is to ensure that each student adjusts to and thrives within the WMAA educational environment.

### **PERFORMANCE RESPONSIBILITIES:**

1. Encourage, support, and compel WMAA students to engage in positive behaviors:
  - a. To be a regular presence in common areas and classrooms, observing and praising positive student behavior
  - b. To lead the staff in creating a strong, disciplined and achievement-oriented school culture
  - c. To be broadly responsible for effective follow-through around school culture and student discipline policies and plans

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

- d. To serve as the primary discipline authority for students, supporting teachers with students who are being disruptive in class, removing students, as necessary, and assigning appropriate consequences
- e. Implements Academy Board policies regarding school safety, student conduct and discipline.
- f. Confers with students, parents, and teachers regarding educational and behavioral issues at school
2. To support and coach staff toward well managed classrooms
  - a. To work closely with teachers to ensure that students demonstrate positive behavior
  - b. To problem-solve with teachers around especially challenging students or behavior and developing plans to support more positive behavior
  - c. To develop special relationships and behavior plans with those students who need help by coaching, supporting, and compelling these students toward increasingly positive behavior
  - d. To be a model for the staff
  - e. To actively find and explore “teachable moments” with students and staff
3. Proactively and positively engage parents in furthering their child’s behavior, education and the success of the school, including:
  - a. To engage in parent activities to inform WMAA parents regarding their responsibilities and the incredible value of their full support and participation
  - b. To work hard to proactively engage parents who are not involved, to inspire them to support their child and the school
  - c. To address parent concerns as they arise
  - d. To coach staff members in effectively communicating with parents, especially challenging parents
  - e. As necessary, to coordinate and facilitate staff-parent meetings
  - f. To communicate with parents to reduce/eliminate their child’s attendance concerns.
4. Provide the necessary support to keep WMAA running smoothly, including:
  - a. To provide leadership on issues of student behavior and school environment
  - b. To keep and use accurate information/data about student behavior
  - c. To keep accurate suspension records and to ensure that parents and teachers receive notification about all suspension
5. Serve as a member of WMAA’s Leadership Team, including:
  - a. To work collaboratively weekly to problem-solve all major areas of concern and to plan, short term and long term, for school success

## **WEST MICHIGAN AVIATION ACADEMY BOARD**

### **WMAA JOB DESCRIPTIONS**

- b. To listen and respond to problems/concerns identified by teachers and parents and to be thoughtful in designing solutions
- c. To serve as a role model and guardian of the professional values of WMAA

#### **PROFESSIONAL EXPECTATIONS:**

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession
- Participates in a meaningful and continuous process of professional development
- Contributes to the overall school climate by supporting WMAA goals
- Manages time and resources to address WMAA needs
- Follows established administrative policies and procedures

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Licensed School Counselor (LSC)**

### **QUALIFICATIONS AND SKILLS:**

- An advanced degree in school counseling
- Valid certification and authorization from the State of Michigan (NT)
- Excellent written and verbal communication skills
- Exemplary organizational ability and the ability to meet deadlines
- Strong computer skills
- Experience in college admissions or high school college counseling
- Strong interpersonal skills
- Familiarity with the culture, goals, objectives, and mission of WMAA
- Ability to respond effectively to the needs of a diverse and demanding student and parent population
- Knowledge of colleges, their academic programs, admission policies, and financial aid
- Required criminal history background check

**REPORTS TO: Dean of Academic & Student Services**

**SCOPE OF RESPONSIBILITY:** This position emphasizes academic advising and college counseling as well as personal and emotional support of each student. School counselors collaborate with students, parents, and teachers to ensure students are successful within the learning environment.

### **PERFORMANCE RESPONSIBILITIES:**

1. Implement a high school counseling program through guidance lessons, responsive services, systems support, and individual student planning
2. Evaluates transcripts for grade level placement and academic planning
3. Participates, as requested, in planning, implementation and follow-up phases of proficiency testing.
4. Provides support services for school administration and staff.
5. Support students with social/emotional concerns
6. Engage in brief solution-focused crisis counseling
7. Maintains effective communication and rapport with students, school personnel, parents and the community
8. Establishes and maintains professional relationships with colleges throughout the country
9. Guide individuals and groups of students through the development of Educational Development Plans (EPDs)
10. Promote a college-going culture among students and parents
11. Educate students and parents about colleges, the college admissions process, trends, procedures, and admissions testing

## **WEST MICHIGAN AVIATION ACADEMY BOARD**

### **WMAA JOB DESCRIPTIONS**

12. Advise and support students and families as they go through the college search and selection process
13. Conduct post-secondary workshops
14. Schedule visits and meet with college representatives who visit the school and facilitate meetings with representatives and our students
15. Write official counselor statements for seniors, as needed
16. Track all college applications through SCOIR and generate reports to the CEO, Deans, and the Board of Directors
17. Educate and schedule students for appropriate coursework based on post-secondary goals, interests and ability
18. Conduct credit checks with students on an annual basis
19. Counsel individuals and small student groups, as needed
20. Consult with teachers, staff and parents regarding student needs
21. Collaborate with the school's social worker to make referrals to appropriate community agencies
22. Participate in and co-facilitate the intervention team process with the school social worker
23. Continually evaluate the effectiveness of the school's counseling program
24. Work collaboratively as a team member with school administration
25. Performs other duties as assigned

#### **PROFESSIONAL EXPECTATIONS:**

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession
- Participates in a meaningful and continuous process of professional development
- Contributes to the overall school climate by supporting WMAA goals
- Manages time and resources to address WMAA needs
- Follows established administrative policies and procedures

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: School Social Worker (SSW)**

### **QUALIFICATIONS:**

- Master's degree in School Social Work
- School Social Worker Certification with approval by the Michigan Department of Education (MDE)
- Evidence of in-depth knowledge of social work principles and theories as well as special education programs
- Experience working with individuals with exceptional needs
- Proven time management and organizational skills
- Ability to establish and maintain effective working relationships with students, peers, parents, and community
- Effective written and oral communication skills
- Required criminal history background check

**REPORTS TO: Dean of Academic & Student Services**

**SCOPE OF RESPONSIBILITY:** The School Social Worker is responsible for working with students who experience difficulty in the school and community setting as a result of social-emotional, behavioral, or family issues that cause educational time loss or other challenges to academic achievement.

### **PERFORMANCE RESPONSIBILITIES:**

1. Identifies and assesses academic impact resulting from emotional difficulties through systemic analysis of factors in the home, school, and community
2. Provides comprehensive diagnostic evaluations of students suspected of having an emotional impairment, Autism Spectrum Disorder, and/or other disabilities as well as collaborates with the Individual Education Program (IEP) team in the determination of eligibility for special education programs and services.
3. Develops, facilitates, implements and monitors meaningful, compliant IEPs.
4. Conducts psychosocial assessments to assist in the determination of special education services and therapeutic interventions.
5. Analyzes and interprets information to make recommendations regarding needs for services and develops plans for such services.-
6. Provides crisis intervention strategies and social work case management for eligible students.
7. Provides appropriate services for individual students and groups of students that meet their academic, social, physical, emotional, and/or behavioral needs.
8. Provides direct services through a variety of research-based, best practice methods and modalities which meet students' academic, social, emotional, and/or behavioral needs.
9. Maintains clinical records and submits appropriate documents for reporting.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

10. Monitors and assesses the effectiveness of interventions and individual student progress on goals.
11. Participates in case conferences involving cooperation with other pupil personnel workers, Academy personnel, parents, and community agencies.
12. Serves as a member of diagnostic and evaluation teams, IEP teams, Student Assistance Team (SAT) and other student-focused teams
13. Conducts functional behavior assessments and assists in the development, implementation, and monitoring of behavior intervention plans.
14. Serves as a liaison between school, family, and community resources.
15. Utilized technology, materials, and resources, ~~and measures~~ compatible with the needs of students.
16. Participates as a resource in professional development trainings and planning.
17. Conducts staff development sessions on behavioral-emotional-environmental issues affecting student participation in the learning process
18. Provides support services for school administration and staff.
19. Maintains effective communication and rapport with students, school personnel, parents and the community.
20. Performs other duties as assigned.

### PROFESSIONAL EXPECTATIONS:

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession.
- Must maintain student confidentiality
- Participates in a meaningful and continuous process of professional development.
- Contributes to the overall school climate by supporting Academy goals.
- Manages time and resources to address Academy needs.
- Follows established administrative policies and procedures.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: English Language Learner (EL) Coordinator**

### **QUALIFICATIONS AND SKILLS:**

- Bachelor's degree and a valid State of Michigan teaching certificate with the appropriate ESL endorsement
- Must have evidence of meeting highly qualified requirements
- Satisfactory criminal background checks
- Must meet professional development requirements

**REPORTS TO: Dean of Academic & Student Services**

**SCOPE OF RESPONSIBILITY:** The EL Coordinator plans, implements and assists with the coordination of an effective instructional program for students identified as English Language Learners (ELs). Additionally, the EL Coordinator provides direct instruction for English language acquisition and development.

### **PERFORMANCE RESPONSIBILITIES:**

1. Responsible for knowing and implementing the curriculum adopted by the Academy Board and CEO
2. Responsible for knowing and implementing the curriculum adopted by the state of Michigan for EL instructions
3. Responsible for an instructional program and the utilization of teaching methods which consider the individual needs, interests, abilities and maturity levels
4. Responsible for maintaining all compliance for EL programs
5. Provide direction to EL paraprofessionals, tutors and volunteers for student instruction
6. Provide opportunities for academic achievement, cultural experiences, and holistic success for EL students
7. Responsible for establishing positive relationships with students, parents, & staff
8. Effectively utilize and record applicable grant funds
9. Use guidelines from the Dean to collect data, maintain student records and report student progress
10. Participate in staff development activities, staff meetings and continuing education courses as applicable
11. Coordinate and implement all required assessments, including but not limited to screeners and WIDA
12. Monitor student progress for students identified as FEL (formerly EL)
13. Facilitate opportunities for non-English speakers to earn credit and credentials through test out, world language exemption, and Seal of Biliteracy identification
14. Maintain confidentiality for all students and staff
15. All other duties as assigned

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Teacher/Technical Teacher**

### **TEACHER QUALIFICATIONS:**

- Certification as required by the State of Michigan to teach at the assigned grade level and academic area(s)
- Ability to apply knowledge of current research and theory to instructional program
- Ability to plan and implement lessons based on Academy objectives and the needs and abilities of students
- Ability to establish and maintain effective relationships with students, peers and parents
- Effective oral and written communication skills
- Ability to use technology for instructional purposes and to teach technology skills
- Any other qualifications the Board may deem necessary and desirable for the specific assignment
- Required criminal history background check

### **TECHNICAL TEACHER QUALIFICATIONS:**

- Occupational Education Certificate (OEC), Interim Occupational Certificate (IOC) or Annual Vocational Authorization (AVA)
- 2-3 years' teaching experience preferred
- Ability to apply knowledge of current research and theory to instructional program
- Ability to plan and implement lessons based on Academy objectives and the needs and abilities of students
- Ability to establish and maintain effective relationships with students, peers and parents
- Effective oral and written communication skills
- Ability to use technology for instructional purposes and to teach technology skills
- Any other qualifications the Board may deem necessary and desirable for the specific assignment
- Required criminal history background check

**REPORTS TO: Dean of Aviation & Engineering or Dean of Teaching & Student Learning**

**SCOPE OF RESPONSIBILITY:** A teacher serves under the direct supervision of the CEO. Teachers are responsible for the students assigned to their care and for the supervision of assistants or aides assigned to their program.

A teacher has the responsibility to help students develop skills and knowledge consistent with the Academy's curriculum and goals that will contribute to the students' development as mature, able and responsible adults. Teachers are responsible for

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

maintaining a classroom climate which nurtures and supports for the learning environment.

### **PERFORMANCE RESPONSIBILITIES:**

1. Professional
  - a. Attend and participate in required Academy professional development programs.
  - b. Complete the evaluation/staff development cycle.
  - c. Stay current through professional staff development opportunities.
  - d. Share expertise and knowledge with other staff.
  - e. Demonstrate punctuality and dependability
  - f. Promote a positive attitude and enthusiasm toward education.
  - g. Develop and maintain positive and cooperative interactions and communication with school staff, students, parents, and the community.
  - h. Utilize established channels for handling routine procedures, resolving problems/concerns and making suggestions.
  - i. Is knowledgeable of and adheres to all Academy policies and procedures.
  - j. When applicable, provides direction and/or supervision for teacher assistants, student teachers, interns, and substitutes.
  - k. Perform all other duties and responsibilities as assigned by their supervisor or Academy administrator.
  
2. Instructional
  - a. Prepare lesson plans that reflect a logical sequence of learning objectives and activities and meet the individual needs, interests, and abilities of the students while also meeting the curriculum and State standards for the grade level.
  - b. Perform formative assessments to gauge student learning.
  - c. Assist in the selection of textbooks, supplies, and other needed items.
  - d. Create and maintain a classroom environment that promotes character and is conducive to effective teaching and learning.
  - e. Use a variety of instructional strategies and materials that are appropriate for the stated instructional objectives and the needs and abilities of the students involved.
  - f. Monitor and assess student progress and adjusts student instruction accordingly.
  - g. Communicate student academic and behavioral progress to parents.
  - h. Establish standards of classroom conduct and administers them in a fair, equitable, and consistent manner
  
3. Administrative
  - a. Keep accurate records and files required reports on a timely basis.
  - b. Develop a budget for applicable programs and ensures that needed materials are ordered with the administrator's approval.

## WEST MICHIGAN AVIATION ACADEMY BOARD

### WMAA JOB DESCRIPTIONS

- c. Participate in required staff meetings and conferences.
- d. Communicate at all levels of responsibility.
- e. Provide out-of-class communication opportunities with parents and students.
- f. Actively involve parents in their child's education.
- g. Confer with students, parents and Academy staff/administrators to resolve student concerns.
- h. Participate in committees as related to student needs, school programs, and Academy needs.
- i. Promote and maintain a safe and healthy environment in the classroom and building. Provides supervision in non-classroom areas and situations.
- j. Care for Academy resources, equipment and materials assigned to him/her and reports concerns regarding facility and equipment to CEO.
- k. Is knowledgeable of and adheres to all procedures and practices prescribed in the Teacher, Student, and/or Parent Handbooks.
- l. Maintain a current folder of responsibilities and procedures for substitute teacher's use.
- m. Keep an accurate and detailed account of all monies collected and submits detailed accounting of such money to the appropriate building or business office personnel.
- n. Participate in the development and implementation of Academy goals.
- o. Provide direction and supervision for all school activities to which he/she is assigned.
- p. Participate in Academy processes designed to recruit and retain students.
- q. Complete other duties as may be assigned from time to time.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

### **TITLE: Special Education Teacher/Teacher Consultant**

#### **QUALIFICATIONS AND SKILLS:**

- Certification as required by the State of Michigan to teach at the assigned grade level and academic area(s)
- Teacher Consultant Approval thru the KISD (requires minimum of three years of satisfactory teaching experience, not less than two years of which shall be teaching in a special education classroom)
- Knowledge and ability to analyze conditions and educational needs as related to special education planning and implementation and instruction
- Ability to present information to and collaborate effectively with families
- Ability to write and speak to educators and others in an effective manner
- A calm, collaborative manner, and adept at conflict resolution with strong interpersonal skills
- Broad knowledge of current educational philosophy and future trends in special education
- Required criminal history background check

#### **REPORTS TO: Dean of Academic and Student Services**

#### **PERFORMANCE RESPONSIBILITIES:**

1. Develop and implement specially designed instruction based on students' needs identified in their IEP
2. Maintain knowledge of special education rules and regulations
3. Maintain confidentiality as defined under FERPA
4. Understanding best practice regarding state and local special education issues
5. Provide direct and indirect instructional support to students
6. Employ special educational strategies and techniques during instruction
7. Employ techniques to teach socially acceptable behavior
8. Confer with parents, administrators, evaluation team, and teachers
9. Maintain accurate and complete student records and prepare reports as required by laws, district policies, and administrative regulations
10. Develop plans for effective communications, monitoring, and follow-up of students
11. Assist in collection of data for appropriate classroom accommodations and interventions
12. Serve as a member of the multidisciplinary team
13. Assist in preparation of data for local, state, and federal reports
14. Maintain professional competence by participation in staff development activities
15. Support the special education transition process, including activities and services, for students with disabilities ages 13 to 26

# **WEST MICHIGAN AVIATION ACADEMY BOARD**

## **WMAA JOB DESCRIPTIONS**

### **PROFESSIONAL EXPECTATIONS:**

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession
- Participates in a meaningful and continuous process of professional development
- Contributes to the overall school climate by supporting WMAA School Improvement goals
- Manages time and resources to address WMAA needs
- Follows established administrative policies and procedures

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: School Psychologist**

**QUALIFICATIONS:**

- Approval by the Michigan Department of Education as a School Psychologist.
- Hold a valid Michigan School Psychologist Certificate.
- Completion of a state-approved specialist-level degree or the equivalent (no less than 60 semester credit hours) in school psychology with a 1200 clock-hour internship from an Educator Preparation Institution (EPI).
- Required criminal history background check

**REPORTS TO: Dean of Academic & Student Services**

**SCOPE OF RESPONSIBILITY:** Completes a variety of assignments, which focus on the psycho-educational development of individuals, their abilities and potentials, and the emotional and cultural factors that influence the learning process.

**PERFORMANCE RESPONSIBILITIES:**

1. Assessment with formal and/or informal testing instruments for special education evaluations, using test instruments that measure intelligence, achievement, adaptive behavior, and/or social/emotional functioning.
2. Knowledge of administration, scoring, and interpretation of psycho-educational assessments
3. Completion of systematic observations, functional behavioral assessments, and behavior intervention plans for students.
4. Knowledge of state and federal laws, rules and regulations pertaining to special education
5. Ability to prepare clear written reports and verbally communicate evaluation results with school staff, parents, and students
6. Participation in MET, IEPT and other meetings as appropriate
7. Understanding of RTI/MTSS process
8. Provide consultation to parents, school personnel, and students
9. Serve as a member of a diagnostic and planning team
10. Ability to communicate effectively with others.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE:                   Speech and Language Pathologist**

### **QUALIFICATIONS AND SKILLS:**

- Master's degree in speech-Language Pathology from an accredited institution
- Certificate of Clinical Competency (CCC-SLP) from the American Speech-Language Hearing Association (ASHA)
- State of Michigan Department of Licensing and Regulatory Affairs –Speech Language Pathologist License
- Satisfactory criminal background check

**REPORTS TO:   Dean of Academic & Student Services**

**SCOPE OF RESPONSIBILITY:** The Speech-Language Pathologist engages in a wide range of responsibilities including identification, diagnosis, and therapeutic interventions and planning relative to supporting a student's communicative functioning specific to progressing in their educational plan.

### **PERFORMANCE RESPONSIBILITIES:**

1. Provide "pre-referral" strategies and interventions to general educators, and receive referrals from the Student Support Team following the WMAA MTSS process
2. Conduct IEPT and MET evaluation of students including evaluation of student records
3. Provide appropriate and effective speech-language intervention to identified students in all areas of speech-language disorders such as articulation, receptive/expressive/pragmatic language, augmentative/alternative communication, fluency, and voice
4. Complete all needed due process paperwork associated with placement of students into speech-language pathology services and maintenance of students already identified
5. Communicate effectively with other school professionals, students, and parents/guardians to provide the most effective program for identified students
6. Demonstrate willingness and desire to keep updated on issues and research by pursuing professional development
7. Demonstrate general knowledge of disability eligibility areas in special education and knowledge in the areas of autism, learning disabilities and emotional impairments such that support a student with multiple areas of needs
8. Attend scheduled meetings with student support team and classroom teachers
9. Fully participate and collaborate with other members of the Special Education and Student Support Department
10. Demonstrate creativity in reaching and challenging student learning:

## **WEST MICHIGAN AVIATION ACADEMY BOARD**

### **WMAA JOB DESCRIPTIONS**

- Utilize instructional materials that meet special learning needs of students
- Adapt materials pertaining to speech and language areas to meet the needs of students served
- Utilize strategies and techniques to modify unacceptable behavior

11. Comply with policies established by federal and state law, State Board of Education rules, and school policy

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Paraprofessional**

**QUALIFICATIONS:**

- Associate Degree or at least 2 years (60 credit hours) of study at an accredited university
- Satisfactory completion of criminal history and criminal background check

**REPORTS TO: Dean of Academic & Student Services**

**SCOPE OF RESPONSIBILITY:** To provide assistance to the classroom teachers, fellow paraprofessionals, support staff, and Deans in regard to students who may need additional help in any area. This position should be viewed as vital to the school improvement plan implementation and student achievement

**PERFORMANCE RESPONSIBILITIES:**

1. Supervise small groups of students in research projects, skill development, testing, and other projects per teacher request
2. Assists individual students as needed
3. Assists the instructor in maintaining a safe learning environment and monitor student behavior to maximize learning in the lab, on the worksite, and during field trips.
4. Compile resource materials for students and teachers
5. Responsible for follow-up regarding individual plans for students, as assigned
6. Assist in the reinforcement of classroom instruction
7. Assist with the mechanics of large group operation by performing such functions as recording attendance, collecting assignments, etc.
8. Operate audio-visual equipment as needed
9. Notify teacher of any unusual situations or potential problems encountered in the course of performing assigned duties
10. Notify classroom instructor of any parent concerns brought to his/her attention
11. Conduct and report on early intervention screenings
12. Maintain confidentiality for all students and staff
13. Demonstrate professional conduct, practices and demonstrates responsibility for the supervision of students at all times
14. Performs other duties as assigned by the teacher, Dean, and/or CEO

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

### **TITLE: Director of Development & Marketing**

#### **QUALIFICATIONS AND SKILLS:**

- Masters degree/5 years fundraising and marketing experience
- Previous experience within a fund development setting of a non-profit organization
- Experience in working with non-profit organizations, in particular Board development, and event management
- Strong ability to communicate/interact with all levels of constituents including board, donors, and community leaders
- Demonstrated ability to successfully manage a resource development team
- Demonstrated ability to successfully develop and manage marketing strategies
- Required skills in Microsoft Word and Excel, email, and general internet functions.

#### **REPORTS TO: Chief Executive Officer and WMAAF Board of Directors**

**SCOPE OF RESPONSIBILITY:** This position is responsible for the oversight of fundraising activities for the Foundation and marketing activities for the school and Foundation. The role will work in identifying, researching and securing funds available through individuals, foundations, and businesses as well as the oversight of development staff, development volunteers and development processes.

#### **PERFORMANCE RESPONSIBILITIES:**

##### **Director of Development**

1. Work collaboratively with the WMAAF Board, CEO and/or Resource Development teams to determine annual and long-term resource development objectives.
2. Create and manage strategic and detailed plans that meet annual and long-term resource development objectives.
3. Work with the WMAAF Board to establish subcommittees and develop, recruit, and renew additional volunteer committees.
4. Manage WMAAF annual operational budget.
5. Oversee and execute all aspects of the fundraising events. Assist in creation of goals and the annual review of how all events work into the overall development plan and strategy.
6. Manage and execute all communications for the WMAAF through an annual strategic marketing plan that includes donor engagement.
7. Oversee and execute the direct mail process and communication calendar.
8. Carry a case load of major donors and actively participate in their recruitment, renewal, and cultivation.
9. Develop and manage a robust WMAA alumni and family engagement program.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

### Director of Marketing

#### WMAA

1. Develop an annual marketing plan with the support of the CEO.
2. Establish annual marketing goals to provide support to WMAA goals/initiatives.
3. Set and implement consistent branding guidelines.
4. Manage all aspects of project development for marketing materials.
5. Develop an annual marketing budget and creatively find ways to provide trade for branding to save on cost of marketing expenses.
6. Responsible for digital asset management, including web, social media, print, and video. Work directly with WMAA CEO on media relations and web/e-news communications.
7. Work with WMAA CEO to develop marketing strategies, materials, and deliverables for WMAA events, recruitment, community engagement, family/staff engagement.
8. Ensure cohesive messaging to all external audiences, including donors, parents, alumni and community partners.
9. Create and post appropriate, current marketing information via social media.
10. Work with WMAA CEO on website development.
11. Coordinate public announcements via the media as needed.

#### WMAAF

1. Develop an annual marketing plan.
2. Establish annual marketing goals and strategies to provide support to WMAAF goals/initiatives.
3. Set and implement consistent branding guidelines.
4. Manage all aspects of project development for marketing materials.
5. Manage WMAAF communications plan and create all materials for donor, sponsor, and community partner engagement. Ensure cohesive messaging to all external audiences, including donors, parents, alumni and community partners.
6. Develop an annual marketing budget and creatively find ways to provide trade for branding to save on cost of marketing expenses.
7. Responsible for all digital asset management, including web, social media, print, video, media relations, e-communications, etc..
8. Design, schedule, and post all social media content.
9. Create marketing materials for events when appropriate.
10. Website coordination and content development.
11. Coordinate public announcements via the media as needed.

### PROFESSIONAL EXPECTATIONS:

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession
- Participates in a meaningful and continuous process of professional development
- Contributes to the overall school climate by supporting WMAA goals

# **WEST MICHIGAN AVIATION ACADEMY BOARD**

## **WMAA JOB DESCRIPTIONS**

- Manages time and resources to address WMAA needs
- Follows established administrative policies and procedures

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE:       Development & Special Projects Coordinator**

**QUALIFICATIONS:**

- Professional presentation, with excellent verbal, written, and interpersonal communication skills.
- Excellent organizational skills, with accuracy and attention to detail.
- Working knowledge of MS Office Suite, social media, and database management.
- Demonstrated ability to handle donor interest and personal information with tact and sensitivity, in a confidential manner.
- Ability to work collaboratively with a strong customer-service orientation.
- Ability to set and meet realistic goals, establish work priorities, organize people and materials to reach goals, multi-task, and evaluate and report results.
- Occasional local travel and evenings/weekends may be required.

**REPORTS TO:     CEO & Director of Development & Marketing**

**SCOPE OF RESPONSIBILITY:** The Development & Special Projects Coordinator works in close collaboration with the CEO and Director of Development & Marketing. Duties include general clerical, meeting scheduling/planning, data entry, and project-based work.

**PERFORMANCE RESPONSIBILITIES:**

**WMAAF:**

1. Maintain organizational data in the donor database with consistency and attention to detail for all donor and gift entries; Explore further utilization of the database for moves management and other functions.
2. Manage the development database operations including: data entry, gift recording and acknowledgments, gift reporting, and regular data hygiene.
3. Meeting scheduling and preparation.
4. Regularly update content for acknowledgement letters
5. Prepare and execute Foundation mailings. Pull lists from the donor database, merge and print letters, coordinate with the printer/mail house, finalize and mail all in house mailings.
6. Coordinate and assist in the development of communication pieces, particularly electronic newsletters and social media.
7. Assist with fundraising events including: event logistical support, event list management, and material preparation, and other duties as assigned.
8. Develop fundraising and financial reports for the Board and other school leadership.

**WMAA:**

1. Coordinate student/family tours and student shadows.

## **WEST MICHIGAN AVIATION ACADEMY BOARD**

### **WMAA JOB DESCRIPTIONS**

- Assist in creating a new system to manage this work and lead on logistics of all student/family tours and student shadows.
  - Coordinate all scheduling for school-related and donor-related tours, for both WMAA and the WMAAF.
  - Answer/respond to calls/emails regarding tours and shadows (this work can be done remotely).
2. Calendar/Scheduling support for the CEO
  3. WMAA event support as needed
    - Events may include: WMAA New Family Picnic, Parent Information Nights, and Graduation
  4. Periodic front office coverage

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Administrative Assistant**

### **QUALIFICATIONS:**

- Associate's degree or 2-4 years' experience in administrative or secretarial positions
- Experience with Microsoft Office products
- Ability to respond effectively to common inquiries or complaints from parents
- Ability to communicate and work well with parents, teachers and the CEO
- Excellent customer service skills
- Ability to work independently with minimal supervision
- High level of initiative
- Required criminal history background check

**REPORTS TO: Chief Executive Officer**

**SCOPE OF RESPONSIBILITY:** The Administrative Assistant shall provide clerical, secretarial and administrative support to the CEO and shall be responsible for communicating information to students, parents, and staff. S/he will also support the broad array of services provided to students, parents, instructional and support employees.

### **PERFORMANCE RESPONSIBILITIES:**

1. Performs record keeping (CA60, attendance, EL, athletics) and general clerical functions.
2. Maintains school files.
3. Responds to inquiries from internal and external parties and facilitates communication.
4. Supports other personnel in the completion of their work activities.
5. Provides assistance to students.
6. Distributes medication and attends to incidental needs of students.
7. Collects fees and funds from student events (e.g., ticket sales, yearbooks, dances, fundraisers, student fee money, etc.).
8. Monitors calendar for leadership team to proactively plan a day/week.
9. Maintains professional atmosphere of school office.
10. Puts students and guests needs first.
11. Greets all incoming visitors and ensure that the guests sign in/out as required.
12. Maintains office equipment and work areas.
13. Coordinates school wide mailings to families.
14. Performs other duties as assigned from time to time.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Facilities Manager**

### **QUALIFICATIONS:**

- Custodial and maintenance experience, with property management experience preferred
- Working knowledge of OSHA standards, safety rules, and regulations
- Basic fundamental understanding of mechanical, electrical, hydraulic, and pneumatic and PLC control systems
- Required criminal history background check

**REPORTS TO: Director of School Operations**

**SCOPE OF RESPONSIBILITY:** Ensures and directs all regular work activities are performed to maintain the cleanliness and safety of Academy facilities and grounds.

### **PERFORMANCE RESPONSIBILITIES:**

1. Performs daily maintenance of school buildings and grounds.
2. Responsible for opening, locking, and securing the building according to security protocol.
3. Supervises and monitors the safe and efficient operation of custodial and housekeeping activities.
4. Participates in the interviewing, hiring and selection process of custodial staff.
5. Performs supervisory functions including training, and orientating new employees, assigning work assignments, inspecting and directing work, recommending disciplinary actions, completing reports related to accidents/injuries of custodial employees, addresses complaints relating to custodial services and resolving problems as they arise.
6. Develops safe and efficient cleaning procedures and practices ensuring OSHA guidelines are met.
7. Creates and maintains cleaning schedules.
8. Reviews and evaluates equipment, materials, and supplies.
9. Ensures meeting rooms and classrooms are set up in the evening for next day usage
10. Delivers and retrieves items from various outside locations and performs other errands as directed.
11. Performs routine cleaning of equipment and minor repairs as needed. Maintains and orders parts for equipment.
12. Troubleshoots and maintains all facilities and equipment, including preventive maintenance.
13. Evaluates and determines if repairs can be done in-house or out-sourced.
14. Coordinates with outside vendors.
15. Manages supplier relationships.

# **WEST MICHIGAN AVIATION ACADEMY BOARD**

## **WMAA JOB DESCRIPTIONS**

16. Respond to alarm calls
17. Solicits/creates specifications in the bidding of goods and services.
18. Plans, directs, and coordinates the activities involved in the maintenance, alteration, and repair of equipment, buildings, structures, and facilities.
19. Develops and manages HVAC mechanical and electrical systems.
20. Assists in budget planning.
21. Performs other duties as assigned from time to time.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Custodian**

**QUALIFICATIONS:**

- Prior custodial and maintenance experience
- Must have a satisfactory background check
- High School Diploma or GED required

**REPORTS TO: Facilities Manager and Director of School Operations**

**SCOPE OF RESPONSIBILITY:** To care for the maintenance, cleanliness and safety of the school building, equipment and grounds.

**PERFORMANCE RESPONSIBILITIES:**

1. Responsible for all custodial duties.
2. Perform daily maintenance of school buildings and grounds.
3. Responsible for locking and securing the building according to security protocol
4. Supervise and monitor the safe and efficient operation of custodial and housekeeping activities
5. Develop safe and efficient cleaning procedures and practices ensuring OSHA guidelines are met
6. Ensure meeting rooms are set up in the evening for next day usage
7. Perform routine cleaning of equipment and minor repairs as needed
8. Perform other duties as directed by Facilities Manager or Director of School Operations.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE:** Academy Liaison Officer

### **QUALIFICATIONS AND SKILLS:**

- Associate Degree or at least 2 years (60 credit hours) of study at an accredited university preferred or previous experience working with youth, safety enforcement, military, or school communities
- Ability to establish and maintain effective/appropriate working relationships with students, peers, parents and community
- Satisfactory completion of required criminal history background check

**REPORTS TO:** Dean of Teaching & Student Learning

**SCOPE OF RESPONSIBILITY:** The Academy Liaison Officer is responsible for the safety of the students, staff, equipment, and grounds. He/She mentor's students by developing appropriate rapport with students during lunch periods and before/after school.

### **PERFORMANCE RESPONSIBILITIES:**

1. Serve as a role model for students/staff by meeting our professional expectations of dress, behavior, and communication
2. Greet students throughout the school day; be present throughout the building.
3. Supervise cafeteria during lunch hours
4. Provide a physical presence throughout the school campus
5. Assist Dean of Teaching & Student Learning with student attendance, behavior and discipline
6. Assist with investigating incidents by utilizing school cameras/video footage
7. Assist with student technology issues as needed
8. Work with Dean of Academic and Student Services/Dean of Teaching & Student Learning to mentor students
9. Assist with school safety drills
10. Accompany students and staff on field trips as needed
11. Other duties as required by Chief Executive Officer and/or Dean of Teaching & Student Learning

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Athletic Coach**

### **QUALIFICATIONS AND SKILLS:**

- A belief in West Michigan Aviation Academy's vision for its student-athletes:
- Minimum 2 years coaching experience at the secondary level (JV or varsity) preferred
- Minimum level of competitive experience: Varsity (2 years)
- Flexible time commitment
- Establish a program that demonstrates good sportsmanship and a focus on academic success.
- CPR/First Aid/AED certification preferred
- Required criminal history background check

**REPORTS TO: Athletic Director**

**SCOPE OF RESPONSIBILITY:** Athletic Coaches are passionate about the sport they lead and are willing to devote the necessary time to plan, develop, organize, and coach the given athletic program.

### **PERFORMANCE RESPONSIBILITIES:**

1. Teach and break down basic and advanced skills and strategies.
2. Communicate with parents, administration, and athletes.
3. Organize and plan:
  - a. Athletic program
  - b. Seasonal goals and objectives for the program
  - c. At least one fundraising activity to develop and support the athletic program
  - d. Purchase orders: uniforms, equipment, etc.
  - e. Daily practice plans
4. Performs other duties as assigned by the Athletic Director

### **PROFESSIONAL EXPECTATIONS:**

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession
- Participates in a meaningful and continuous process of professional development
- Contributes to the overall school climate by supporting WMAA goals
- Manages time and resources to address WMAA needs
- Follows established administrative policies and procedures

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Athletic Director**

### **QUALIFICATIONS AND SKILLS:**

- Have a belief in West Michigan Aviation Academy's vision for its student-athletes
- Minimum 2 years coaching experience at the secondary level (JV or varsity)
- Minimum level of competitive experience: Varsity (2 years)
- Flexible time commitment
- Establish a program that demonstrates good sportsmanship and a focus on academic success.
- CPR/First Aid/AED certification preferred
- Bachelor's degree in Athletics, Physical Education or a closely related field.
- Experience and knowledge of: current practices in the delivery of high school athletic programs; student athletic issues; supervision techniques; administrative budgeting and financial recordkeeping and control procedures; MHSAA rules and practices; sport procedures and practices
- Must have the ability to: integrate multiple activities and programs around the goals of the athletic programs; participate with other WMAA personnel in developing and coordinating activities, goals, and services; develop and provide athletic services to meet the needs of a wide variety of student athletes; supervise and train students and staff in a variety of labor intensive activities; and establish cooperative working relationships in the course of performing assigned duties
- Ability to communicate effectively orally and in writing
- Required criminal history background check

**REPORTS TO: Director of School Operations**

**SCOPE OF RESPONSIBILITY:** The Athletic Director coordinates and manages the athletic-related functions for WMAA, including planning, organizing, and managing the coaches and staff within the Athletic Department.

### **PERFORMANCE RESPONSIBILITIES:**

1. Develop and implement specific athletic programs; direct and coordinate a full range of athletic department services and programs.
2. Ensure compliance with MHSAA (Michigan High School Athletic Association) regulations
3. Provide athlete and coach orientation, conditioning, and athletics training programs

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

4. Supervise utilization of the athletic facilities; coordinate athletic uses of training and weight room facilities; recommend and review policies for student and community use of facilities at WMAA; review and recommend changes, repairs and improvement of athletic equipment and facilities.
5. Arrange for athletic events (game management).
6. Oversee the production of the athletic handbook, bulletins, and other publications.
7. Coordinate master athletic calendars.
8. Assist in the design and development of the athletic department website. Maintain website and review data entered by coaching staff to ensure current and accurate information is posted.
9. Monitor eligibility between the Director of School Operations, Athletic Director, athletes, and coaches for all athletic programs. Review necessary eligibility forms.
10. Assist the coaches and athletes with regards to compliance of MHSAA codes regarding roster, eligibility, pictures, etc.
11. Distribute MHSAA calendar of due dates to all athletic coaching staff. Monitor due dates and send reminders to all coaching staff. Follow up to assure all due dates have been met.
12. Oversee the coordination of athletics travel, insurance claim processing, and concession procedures.
13. Assist coaches with hiring of staff; forward recommendations of hire to Director of School Operations and CEO. Approve payroll work authorizations for all department staff.
14. Make recommendations in matters of student athlete discipline; advise students in eligibility and academic issues.
15. Develop annual athletics department budget; review and control expenditures from athletics accounts. Provide leadership for Booster and other athletics club fundraising activities.
16. Attend all athletic home events/competitions and act as the game administrator, or be responsible for delegating a game administrator.
17. Serve as liaison with community, state and conference organizations related to athletics.
18. Communicate with parents, administration, and athletes.
19. Performs other duties as assigned by the Director of School Operations.

### PROFESSIONAL EXPECTATIONS:

- Demonstrate professional integrity by adhering to ethical standards appropriate to the profession
- Participate in a meaningful and continuous process of professional development
- Contribute to the overall school climate by supporting WMAA goals
- Follows established administrative policies and procedures

## **WEST MICHIGAN AVIATION ACADEMY BOARD**

### **WMAA JOB DESCRIPTIONS**

- Display empathy and positive regard for others in written, verbal and non-verbal communications
- Work effectively with colleagues and students by practicing punctuality, respect for deadlines, collaborative problem solving, and honest communication
- Build trusting relationships by acting with integrity, courtesy, and responsibility, even in the face of stress or demanding workplace conditions
- Dress appropriately for a workplace with frequent customer service interaction and community outreach
- Meet all required standards of confidentiality and safety. Maintain work areas in a clean and orderly manner

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Department Chair**

**QUALIFICATIONS AND SKILLS:**

- Michigan teacher certificate in respective content area with three years of successful classroom experience
- Excellent organizational skills and ability to motivate people
- Excellent integrity and demonstrate good moral character and initiative
- Knowledge and understanding of curriculum development and program evaluation, organization of the content field, child growth and development, effective instructional strategies, classroom management, learning assessment and diagnosis, and research related to learning
- Demonstrated visionary thinking and ability to implement innovative ideas
- Required criminal history background check

**REPORTS TO:** Dean of Teaching and Student Learning

**SCOPE OF RESPONSIBILITY:** Assumes the educational leadership for the assigned department to ensure that students are provided instruction that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school. Works collaboratively with the CEO and Dean of Teaching and Student Learning to lead the department in planning, coordination, curriculum development, program evaluation, and resource use.

**PERFORMANCE RESPONSIBILITIES:**

1. Monitor and review curricula of the department, developing and modifying when appropriate to ensure that the curriculum meets and exceeds the core curriculum content standards.
2. Facilitate reviews of proficiency data for departmental courses.
3. Recommend courses to provide sequential learning experiences for students consistent with the school's philosophy, mission statement, instructional goals and school level objectives.
4. Encourage the use of a variety of instructional strategies and materials consistent with research on learning and adolescent growth and development.
5. Establish procedures for evaluation and selection of textbooks, instructional materials and equipment.
6. Maintain an effective accounting and inventory system for departmental textbooks, supplies, materials, and equipment.
7. Recommend supplies and equipment needed to support instruction following established procedures.
8. Work closely with other Department Chairs and with administrators to coordinate school improvement.
9. Conduct meetings as necessary for the proper functioning of the department, distributing minutes of each meeting to the administration and department members.
10. Lead the monthly department meeting focused on progress towards school

# **WEST MICHIGAN AVIATION ACADEMY BOARD**

## **WMAA JOB DESCRIPTIONS**

improvement goals.

11. Communicate with the administrative team regularly about the needs, successes, and general operation of the department.

### **PROFESSIONAL EXPECTATIONS:**

- Represent the school and district at community, state, and professional meetings as requested.
- Continue to grow professionally through collaboration with colleagues and professional growth experiences.

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

**TITLE: Mental Health Specialist**

**QUALIFICATIONS AND SKILLS:**

- School Social Worker Certification or Licensed School Counselor with approval by the Michigan Department of Education (MDE)
- Expertise in addressing social/emotional wellness
- Excellent written and verbal communication skills
- Strong interpersonal skills with the ability to positively collaborate as a team member
- Ability to respond effectively to the needs of a diverse and demanding student and parent population
- Ability to establish and maintain effective working relationships with students, peers, parents, and community
- Familiarity with the culture, goals, objectives, and mission of WMAA
- Effective written and oral communication skills
- Required criminal history background check

**REPORTS TO:** Dean of Academic & Student Services

**SCOPE OF RESPONSIBILITY:** The Mental Health Specialist is responsible for working with students who experience difficulty in the school and community setting as a result of social-emotional, behavioral, or family issues that cause educational time loss or other challenges to academic achievement.

This position emphasizes personal and emotional support of each student as well as academic advising and college counseling. School counselors collaborate with students, parents, and teachers to ensure students are successful within the learning environment.

**PERFORMANCE RESPONSIBILITIES:**

1. Directly support students with social/emotional wellness and support the positive mental health of each student through interventions, brief solution-focused counseling, and professional conferral and referral
2. Provides crisis intervention strategies and case management for identified students.
3. Provides direct services through a variety of research-based, best practice methods and modalities which meet students' social, emotional, and/or behavioral needs.
4. Participate as a member of the MTSS team, providing Tier 1, Tier 2, and Tier 3 supports
5. Collaborate with the school counselors and school social worker to make referrals to appropriate community agencies
6. Maintains documentation records and submits appropriate documents for reporting.
7. Monitors and assesses the effectiveness of interventions

# WEST MICHIGAN AVIATION ACADEMY BOARD

## WMAA JOB DESCRIPTIONS

8. Participates in case conferences involving cooperation with other pupil personnel workers, Academy personnel, parents, and community agencies.
9. Serves as a liaison between school, family, and community resources.
10. Maintains effective communication and rapport with students, school personnel, parents and the community.
11. Performs other duties as assigned.

### PROFESSIONAL EXPECTATIONS:

- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession.
- Must maintain confidentiality
- Participates in a meaningful and continuous process of professional development.
- Contributes to the overall school climate by supporting Academy goals.
- Manages time and resources to address Academy needs.
- Follows established administrative policies and procedures.

**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.

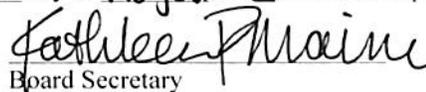
Date: August 16, 2022



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the West MI Aviation Academy Board of Directors at a properly noticed open meeting held on the 16<sup>th</sup> day of August, 2022, at which a quorum was present.



Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

# WEST MICHIGAN AVIATION ACADEMY

## APPLICATION AND ENROLLMENT OF STUDENTS

1. **Open Enrollment Period for each academic year:** WMAA will accept applications for available grades from the first day of school in August until 4 pm on the last business day in February of the applicable year (**Deadline Date**).

Admission to the Academy shall be open to all age-appropriate students for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student. The Academy reserves the right to refuse a student for enrollment and attendance if the student has previously been expelled or suspended from his or her district of residence if allowed or required by law.

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

2. **Public Notice of Application/Enrollment Process**

Notice of the enrollment period and application process will be designed to inform the persons most likely to be interested in the Academy. The time periods offered to those persons interested in enrollment will include some evening and weekend times. At a minimum, the academy will provide notice of open enrollment by:

- (i) making an application form available on the Academy's website; and
- (ii) mailing or faxing written notice of the open enrollment period and an application to all families who inquire about academy enrollment; and
- (ii) posting written notice of the open enrollment period at the Academy; and
- (iii) printing a legal notice of the enrollment period in the Grand Rapids Press.

Interested parties may obtain an application at one of the following: The office of the Academy, online at [www.westmichiganaviation.org](http://www.westmichiganaviation.org), or by calling 616-446-8886.

# WEST MICHIGAN AVIATION ACADEMY

## 3. Maximum Enrollment and Enrollment Priorities

- a. **Maximum Enrollment:** The Academy will offer grades 9 through 12. The maximum enrollment shall be 620, or 155 students per each grade. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.
- b. **Re-enrollment Priority:** All currently enrolled students who complete a Re-enrollment Form for the next academic year and submit it to the Academy office no later than February 15 of the applicable year, will be enrolled in the Academy automatically for the next academic year.
- c. **Enrollment Priority:** If the Academy has more applicants than available space, it will select students (from among qualified applicants) using a random selection method. To the extent class size permits, the Academy will give priority to siblings of enrolled students and to the children of Academy Board members and any individual employed by or at the Academy.
- d. **Siblings of accepted Qualifying Students:** To the extent that the Academy has an available seat, siblings of accepted Qualifying Students shall have the next priority in the lottery.
- e. **Enrollment for under-subscribed grades:** "Under-subscribed grades" shall be defined as those grades with more seats are available than applications received. When open enrollment ends, all re-enrollment forms and applications received during open enrollment are counted. If there are fewer applicants than openings in a grade levels, all applicants for that grade level will be accepted.
- f. **Enrollment for over-subscribed grades:** "Over-subscribed grades" shall be defined as those grades with more re-enrollment forms and/or applications received than seats available. If there are more re-enrollment forms and applications received prior to the Deadline Date than openings in any grade level, a lottery will be held for all oversubscribed grades. **NOTE:** All applications received after the Deadline Date but before the lottery date will be added to the end of the Waiting List created during the lottery in the order in which they are received.

# WEST MICHIGAN AVIATION ACADEMY

## 4. Lottery Procedures

- a. **Lottery Date:** The Lottery for the next academic year will be open to the public and will be as follows:

**Date: First Week in March**

**Time: 5:00 pm**

**Location: West Michigan Aviation Academy**

The lottery process must be video taped. In the event of any discrepancy, the videotape will be regarded as the official record of placement of students.

- b. **Pre-lottery setup:** A card with the name of each student who submitted an application by the Deadline Date will be created. Each card will include the student's name, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the Academy.
- c. **Admission and Lottery Priority:** For each step, the lottery official will read each student's name aloud, and each student's card will be numbered consecutively and placed on the Accepted Chart for that particular grade.
- 1) **Re-enrollment of Students Currently Attending.** All students who submitted a Re-enrollment Form for the next academic year before the Deadline Date shall be automatically re-enrolled. Each name will be called and added to the Accepted Chart.
  - 2) **Siblings of Currently-enrolled Students/Children of Academy Board Members and Academy Employees:** All applicants who are siblings of currently enrolled students or are children of Academy Board members or children of those employed by or at the Academy and who submitted an application before the Deadline Date will be randomly selected and added to the Accepted Chart or the Waiting List Chart for the applicable grade level in the order in which they are selected.
  - 3) **Siblings of accepted Qualifying Students:** All applicants who are siblings of accepted Qualifying Students and who submitted an application before the Deadline Date will be randomly selected and added to the Accepted Chart or the Waiting List Chart for the applicable grade level in the order in which they are selected
  - 4) **Admission of students for under-subscribed grades:** Upon completion of the above steps, the lottery officials will draw and call the names of each remaining applicant starting with the highest grade level in which applicants automatically qualify for

# WEST MICHIGAN AVIATION ACADEMY

admission. If the selected student is accepted and has siblings who are also applying for admission, those students' names will also be read. Cards for the siblings will be located, numbered, and placed on the Accepted Chart if there is space available or placed on the Waiting List Chart for the appropriate grade(s) and marked as having sibling preference. This admissions process will continue for the successive lower grades for all automatically accepted students until all names have been called with their associated siblings.

- 6) **Admission of applicants for over-subscribed grades:** The lottery officials will next conduct a drawing to determine the order in which over-subscribed grades will be filled. They will then call the names of applicants\* in each grade. The student's name will be read aloud. That student's card will be numbered consecutively and placed on the Accepted Chart if there is space available, or placed on the Waiting List Chart. The applicant's sibling(s) will also be called and placed on the Accepted Chart or Waiting List Chart for the applicable grade(s).

\*If the selected student is accepted and has siblings who are also applying for admission, those students' names will also be read. Cards for the siblings will be located, numbered, and placed on the Accepted Chart if there is space available or placed on the Waiting List Chart for the appropriate grade(s) and marked as having sibling preference.

\*If the selected student is placed on the Waiting List Chart and has siblings who are also applying, the siblings' names will not be read at this time, but will wait until their grade level is drawn.

- 7) **Applications received after the Deadline Date:** After all eligible names have been drawn, the Academy will add the names of applicants who submitted applications after the Deadline Date. All post-deadline applicants will be added in the order in which they were received.

## 5. Closing Procedures

- a. **Closing grade levels:** When all but two of the seats per classroom for a given grade have been filled, the individual managing the Accepted Chart for that grade will announce that the grade level is temporarily closed.
- b. **Waiting list priority:** The lottery officials will continue to pull cards until all names are called. After a grade level Accepted Chart is full, all remaining names will be placed on the Waiting List Chart and numbered in the order in which they are selected.
- c. **Re-opening of temporarily closed grades:** After all of the applicant cards have been drawn, the lottery official reviews all waiting lists individually and in order of which grades were drawn. Based on the number of openings that remain on the Accepted Chart (up to two seats per classroom per grade), the official will accept that

# WEST MICHIGAN AVIATION ACADEMY

number of applicants with sibling preference from the Waiting List Chart in the order in which they were pulled. If there are fewer applicants with sibling preference than openings, the remaining openings are filled with non-sibling applicants from the Waiting List Chart in the order in which their names were pulled. The grade will then be announced as full. After this process has been completed at every grade level, the lottery will be officially finished.

- d. **Record of accepted students:** "Accepted students" shall be defined as students who have submitted a completed application and have been offered a seat at the academy. As students are selected, their names will be recorded on the Accepted Chart. In the event of any discrepancy, the videotape will be regarded as the official record of accepted students.

## 6. Appeals Process

Any parent or guardian who wishes to contest or appeal any aspect of the lottery selection process may do so by writing to:

Board of Directors  
West Michigan Aviation Academy  
5363 44<sup>th</sup> Street, SE  
Grand Rapids, MI 49512

Following receipt of the parent's written appeal, a representative of the Board of Directors will contact the parent to discuss the nature of the concern or objection. Final decisions regarding appeals or complaints about lottery procedures will be made by vote of the Board of Directors in an open meeting.

## ENROLLMENT CONFIRMATION/RE-ENROLLMENT

### 1. Revised Student Selection – Enrollment Confirmation

Accepted applicants must confirm their intent to attend the Academy by May 1. The Academy will send all accepted applicants a form that the parent/guardian must return to the Academy indicating continued intent to enroll. If the student does not attend class the first day of the Academy's New Student Orientation the Academy will attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

### 2. Re-enrollment for Subsequent Years

Students enrolled in the Academy will be automatically re-enrolled for the next school year provided they complete a re-enrollment form by the Deadline Date showing intent to re-enroll. Siblings of enrolled students receive the next priority in enrollment but must complete an application form.

# WEST MICHIGAN AVIATION ACADEMY

All applicants still on the waiting list must resubmit an application for the following school year no later than the last business day in February.

## ADMISSION PROCESS TIMELINE

First day of School in August – last Friday in February:	Open Enrollment
Last Friday in February (4pm):	Application Deadline
First Friday in March (5pm):	Random selection lottery for all applications received by the Deadline Date
Monday after Lottery:	Written notification of acceptance/waiting list status (as a result of the lottery) mailed to all parents
August:	New Student Orientation

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

**WEST MICHIGAN AVIATION ACADEMY - 2022-2023 School YEAR Calendar**

August 8-11, 2022	Freshman & New Student Orientation Thursday, August 12: 8-12pm Pictures for Freshman & New Students
August 12, 2022	Returning Student Registration Day/Pictures for Grades 10-12 Last Names A-G: 8-10am, Last Names H-O: 10-12pm, Last Names P-Z: 1-3pm
August 22, 2022	First Day of Classes at WMAA
August 24, 2022	Freshman Parent & New Parent Orientation Parent/Teacher Open House - Time TBD
August 26, 2022	WMAA Closed
September 2, 2022	WMAA Closed
September 5, 2022	LABOR DAY – No School
September 12, 2022	Post-Secondary Planning Night – 6pm
September 19, 2022	NHS Induction Ceremony – 6pm
September 28, 2022	Picture Retake Day – Morning Only
October 12, 2022	College Board Suite of Assessments, Grades 9-11 (Students in Grades 12 do NOT need to attend)
October 14, 2022	Mid Term Reporting
October 21, 2022	Teacher PD Day – No School
October 24 & 26, 2022	Parent-Teacher Conferences – 5-8pm
October 27, 2022	Parent-Teacher Conferences –1:00-3:30 PM Students Dismissed at 11:30am
October 28, 2022	WMAA Closed
November 23-25, 2022	Thanksgiving Break – WMAA Closed – No School
December 12-15, 2022	Semester Exams
December 16, 2022	Records Days – No Students/Make-Up Exam Day Pending Snow Day
December 19, 2022- January 2, 2023	Winter Break – No School
January 3, 2023	Classes Resume & Second Semester Begins
January 16, 2023	Martin Luther King Holiday – No Students – Staff Professional Learning
February 20-21, 2023	Mid-Winter Break – WMAA Closed
March 10, 2023	Mid Term Reporting
March 17, 2023	Teacher PD Day – No School
March 31-April 7, 2023	Spring Break – WMAA Closed
April 10, 2023	Classes Resume
April 12-13, 2023	State Mandated Testing Days - TENTATIVE

April 28, 2023	Teacher PD Day – No School
May 15-18, 2023	Senior Exams
May 19, 2023	Senior Breakfast
May 25, 2023	Graduation - TENTATIVE
May 29, 2023	Memorial Day – WMAA Closed
June 1-6, 2023	Semester Exams
June 7, 2023	Teacher Records Day

### **School Day Schedule**

#### **A Day:**

1 <sup>st</sup> Hour	8:00 AM – 9:30 AM
2 <sup>nd</sup> Hour	9:40 AM – 11:10 AM
3 <sup>rd</sup> Hour / Lunch	11:20 AM – 1:20 PM
4 <sup>th</sup> Hour	1:30 PM – 3:00 PM

#### **B Day:**

5 <sup>th</sup> Hour	8:00 AM – 9:30 AM
6 <sup>th</sup> Hour	9:40 AM – 11:10 AM
7 <sup>th</sup> Hour / Lunch	11:20 AM – 1:20 PM
8 <sup>th</sup> Hour	1:30 PM – 3:00 PM

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

## **AGE OR GRADE RANGE OF PUPILS**

The Academy will enroll students in ninth through twelfth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director.

Students of the Academy will be children who have reached the age of 5 by September 1 of the current school year.

**SCHEDULE 7-8**

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

## **West Michigan Aviation Academy Physical Plant Description**

West Michigan Aviation Academy (WMAA) is a building with parking space that sits on property of the Gerald R Ford International Airport. WMAA leases the land from the airport. WMAA has two buildings that are adjacent to each other.

The building that is located at 5363 44<sup>th</sup> St SE in Grand Rapids, MI is a one- and two-story building that is clad in brick, precast concrete panels, metal panels, and a glass curtain wall. It includes close to 30 classroom and laboratory spaces, a gymnasium, student commons, food server, restrooms, maintenance and storage spaces, and administration and staff office spaces to meet the needs of our 600+ students in grades 9-12.

The building that is located at 4151 Aviator Way in Grand Rapids, MI is a building that is precast concrete panels and metal panels. It includes a high bay aviation lab, classroom and laboratory space (both traditional and aviation-based), and a hangar to house the school's three Cessna 172 airplanes.

West Michigan Aviation Academy has a valid Certificate of Occupancy.

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**GERALD R. FORD INTERNATIONAL  
AIRPORT AUTHORITY**

**LEASE AND DEVELOPMENT AGREEMENT**

**WITH**

**WEST MICHIGAN AVIATION ACADEMY**

---



**EFFECTIVE**

**DECEMBER 1, 2020**

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# GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY

GERALD R. FORD INTERNATIONAL AIRPORT

## AGREEMENT SUMMARY

<b>TYPE OF AGREEMENT</b>	Lease and Development Agreement
<b>TENANT</b>	West Michigan Aviation Academy
<b>REPRESENTATIVE(S)</b>	George Pavey
<b>NOTICE ADDRESS</b>	5363 44 <sup>th</sup> Street SE, Grand Rapids, MI 49512
<b>EFFECTIVE DATE</b>	December 1, 2020
<b>TERM</b>	5 Years
<b>RENEWAL OPTIONS</b>	Seven (7) five (5) year terms, at Grantee's option.
<b>LEASEHOLD/ASSIGNED PREMISES</b>	Refer to Section 3 and Exhibits A-1 and A-2
<b>SPECIAL PROVISIONS</b>	Specific restrictions on subletting (see Section 32)
<b>INITIAL RENTAL RATE</b>	School Building Premises = \$43,516.44 per annum (\$3,626.37/mo) Aeronautical Premises = \$28,930.67 per annum (\$2,410.89/mo) Additional details in Section 7.
<b>RENTAL ADJUSTMENT</b>	Rent is readjusted every five (5) years based on CPI or as necessary per subletting provisions (see Section 8)
<b>AUTHORIZED USE(S)</b>	Non-profit, aviation educational use only (except with respect to approved subtenants as specified in Section 32)

**NOTE: THIS SUMMARY IS PRESENTED AS A REFERENCE OF THE AGREEMENT INFORMATION AT THE TIME OF EXECUTION. IF THERE IS A DISCREPANCY BETWEEN THE INFORMATION CONTAINED IN THIS SUMMARY AND THE REQUIREMENTS CONTAINED IN THE REMAINDER OF THE AGREEMENT, THE REQUIREMENTS AS STATED IN THE REMAINDER OF THE AGREEMENT WILL PREVAIL.**

**GERALD R. FORD INTERNATIONAL AIRPORT BOARD**  
**GERALD R. FORD INTERNATIONAL AIRPORT**

**PREAMBLE**

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**THIS LEASE AND DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this 1st day of December, 2020 between the **GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY** (the "Grantor" or the "Board"), and **WEST MICHIGAN AVIATION ACADEMY** (the "Grantee").

Grantor operates the Gerald R. Ford International Airport, located in Kent County, Michigan (the "Airport"); and

Grantee desires to occupy and utilize certain space at the Airport upon the terms and conditions set forth in this Agreement; and

Grantee will use the Premises only for the uses and purposes set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

[END OF THIS PAGE]

## **AGREEMENT**

### **1. TERM**

#### **A. EFFECTIVE DATE**

This Agreement shall be effective on December 1, 2020 (the "Effective Date"). The Primary Term and the Option Term(s), as defined herein, shall together be the "Term."

#### **B. DURATION OF PRIMARY TERM**

The Term of this Agreement shall commence on first day of the calendar month following the Effective Date and continue until December 1, 2025, unless sooner terminated as set forth herein (the "Primary Term").

#### **C. OPTION TERMS**

Following the Primary Term, this Agreement may be extended for up to seven (7) additional five (5) year terms (each, an "Option Term") as set forth herein. No earlier than one hundred eighty (180) days or later than sixty (60) days before the expiration of the Primary Term or the initial Option Term, if exercised, Grantee shall give written notice to Grantor if it does not wish to extend the Term for the upcoming Option Term.

The remainder of this paragraph notwithstanding, the fourth Option Term shall only become effective upon the performance of an inspection of the Premises by Grantor, no less than nine months prior to the expiration of the third Option Term, finding (a) the Premises to be in good, and usable condition, reasonable wear and tear excepted, and (b) that the HVAC system, fire suppression system, roof, hangar doors, and all other major components of the Premises and improvements are in good working order and in compliance with all applicable building codes. All costs of such an inspection shall be borne solely by Grantor.

### **2. HOLDING OVER**

If Grantee should hold over and continue in possession of the Premises after termination of the Term of this Agreement, Grantee's continued occupancy of the Premises shall be deemed merely a tenancy from month-to-month at a Base Rent equal to one hundred twenty five percent (125%) of the final Base Rent due under this Agreement for the month prior to the holdover, and subject to all the terms and conditions of this Agreement. If Grantee shall holdover and fail to surrender the Premises upon the termination of this Agreement without Grantor's consent then, in addition to any other liabilities to Grantor arising there-from, Grantee shall and does hereby agree to indemnify, defend, and hold Grantor harmless from loss or liability resulting from such failure including, but not limited to, claims made by any succeeding tenant or grantee founded on such failure.

### **3. PREMISES**

#### **A. PREMISES**

Grantor leases to Grantee and Grantee takes from Grantor for its exclusive use as defined herein those certain Premises located at the Airport as follows:

- (i) An area northeast of Patterson Avenue and John J. Oostema Boulevard consisting of 156,382 square feet or 3.59 acres, more or less, including a certain amount of improved concrete ramp (Ramp #5), which is defined and shown on

EXHIBIT A-1, attached to this Agreement and incorporated herein by reference (the "Aeronautical Premises"); and

(ii) An area northeast of Gateway Drive and John J. Oostema Boulevard consisting of approximately 5.40 acres of non-aeronautical land and improvements thereon, which is defined and shown on EXHIBIT A-2, attached to this Agreement and incorporated herein by reference (the "School Building Premises").

The Aeronautical Premises and the School Building Premises shall together be known as the "Premises." Grantee accepts the Premises "as is" in the condition existing upon the Effective Date of this Agreement. Grantee's acceptance of the Premises shall be conclusive evidence that its condition is satisfactory to Grantee. Grantor makes no representation or warranty respecting the condition of the Premises.

**B. RIGHT TO SUBSTITUTE PREMISES**

Grantor shall have the right from time to time during the Term of this Agreement to substitute substantially equivalent space and facilities for the Premises. Grantor shall provide Grantee with such notice as is reasonably possible.

In the event Grantor, at its discretion, determines to move buildings, hangars or other facilities at the Airport to a different location, the Grantor shall provide Grantee with equivalent facilities at the new location, in which event, Grantee agrees to move to such new facilities provided that all costs of constructing equivalent facilities and of Grantee's moving shall be paid by Grantor. Grantee, upon receipt of notice to substitute equivalent space from Grantor, shall have sixty (60) days to terminate the Agreement without further obligation to Grantor.

**4. CONSTRUCTION OF IMPROVEMENTS BY GRANTEE**

**A. INITIAL IMPROVEMENTS**

Grantee shall cause to be constructed upon the Aeronautical Premises, at its sole cost and expense, certain Initial Capital Improvements described generally as a two-level non-profit aviation education facility, including but not limited to a hangar storage area of not less than 21,820 square feet, office and classroom areas of not less than 12,110 square feet, and a parking lot for 84 motor vehicles (the "Initial Capital Improvements"). The cost of the Initial Capital Improvements must equal or exceed Four Million Dollars (\$4,000,000) excluding design or engineering costs ("Minimum Investment").

The Initial Capital Improvements will be constructed by Grantee in substantially the same form as the plans and specifications attached to this Agreement as EXHIBIT B. If Grantee intends to construct the Initial Capital Improvements in any manner substantially different than the form shown at EXHIBIT B, it must submit revised plans to Grantor reflecting those changes, and the revised plans must be approved in advance, in writing, by Grantor in accordance with the provisions of Section 23 of this Agreement, the terms and conditions of which are incorporated here by reference.

Grantee will achieve Substantial Completion of the Initial Capital Improvements on or before December 31, 2021 (defined below) (the "Target Completion Date"); provided Parties agree that no rent will be charged for the Aeronautical Premises until such time as Grantee receives a certificate of occupancy for the Aeronautical Premises.

All provisions of Section 23 applicable to the construction of improvements by Grantee shall apply to Grantee's construction of the Initial Capital Improvements, including, without limitation, to prevent the attachment of any liens to the Premises.

Upon Substantial Completion of the Initial Capital Improvements Grantee shall submit for approval by Grantor a verified statement of final construction cost (the "Construction Cost Statement"), certified by Grantee's duly appointed Chief Financial Officer or an independent Certified Public Accountant, in detail satisfactory to Grantor, showing that the cost of the Initial Capital Improvements equals or exceeds the Minimum Investment. The Construction Cost Statement required herein will be provided to Grantor no later than forty-five (45) calendar days following the date of Substantial Completion of the Initial Capital Improvements. If Grantee fails to satisfy the Minimum Investment, then Grantor may either require Grantee to pay any shortfall to Grantor as liquidated damages for such default, or pursue any other available remedies under this Agreement or applicable law.

**B. GRANTEE'S IMPROVEMENTS**

Following Substantial Completion of the Initial Capital Improvements, any other improvements upon the Premises proposed by Grantee to be made from time to time during the Term shall be governed by the terms of this Subsection B and of Section 23.

Grantee shall not construct any buildings or facilities on the Premises which conflict with the Airport Master Plan of the Airport as existing at such time and as on file with FAA. Subject to such restrictions, Grantee, at its own expense, may construct or install (in accordance with applicable laws and ordinances, local rules and regulations and FAA requirements including applicable runway clearance requirements) in or on the Premises, any buildings, structures or improvements, except and excluding underground or aboveground fuel storage tanks, that it shall determine to be reasonably necessary in connection with its Approved Use under this Agreement.

Notwithstanding the foregoing, Grantor shall have the right to inspect the plans and specifications of any such buildings, structures and improvements proposed by Grantee prior to construction or installation thereof in accordance with the provisions of Section 23 and to refuse to permit such construction or installation if the external appearance thereof does not meet Grantor's reasonable requirements for substantial uniformity of appearance of all buildings and structures on the Airport, or if the type or time of construction or installation or the location thereof does not meet Grantor's reasonable requirements for safe use of the Airport and appurtenances by other authorized persons. Grantee shall have the right to alter, modify, repair and maintain any buildings, structures or improvements constructed or installed on Premises, subject to the above restrictions applicable to new construction. All such improvements, once permitted by Grantor, are referred to herein as "Grantee's Improvements."

Other than the Initial Capital Improvements, Grantee shall not initiate construction of any alterations or improvements on the Premises until, in the reasonable opinion of the Grantor, all the requirements outlined in this Subsection B of this Agreement have been satisfied. Grantee shall cause all improvements or alterations, authorized to be constructed, only in accordance with the provisions and requirements of Section 23 of this Agreement, the terms and conditions of which are incorporated here by reference.

**5. PRIVILEGES GRANTED TO GRANTEE**

Grantor grants to Grantee the following rights and privileges:

1. Subject to the conditions set forth in Section 8, the right to use the Premises for its exclusive use for non-profit, aviation education, and the Aeronautical Premises for limited subleases as provided in Section 32 herein (the "Approved Use"). In no event may Grantee operate any other commercial aeronautical activity outside the scope of the Approved Use from the Premises, including the storage of aircraft other than aircraft of entities under common ownership with Grantee.
2. The right to use, in common with others authorized to do so, the facilities and improvements owned and constructed by Grantor which are of a public nature and available for public use.
3. The right of ingress and egress from the Premises for Grantee's officers, employees, agents, students, contractors, subcontractors, licensees, invitees and customers (the "Grantee Parties") to the extent reasonably necessary in connection with Grantee's operations under this Agreement.
4. The right to install, operate, maintain, repair, and store, subject to reasonable approval of Grantor, all equipment necessary for the conduct of Grantee's operations within the Premises.
5. The right to erect signs or other advertising upon the Premises only with the prior written consent of the Grantor. Such signage shall be limited to promoting Grantee's on-Airport operation. Signs with flashing lights are not permitted. Grantee, its agent or employees, shall not solicit by way of hand-held signs, direction arrows, or vehicle signs, for the purpose of soliciting the purchase of any aviation service or other related activity. Any sign or advertising approved by the Grantor shall remain the property of the Grantee and upon termination of this Agreement, shall be removed by Grantee at no cost to the Grantor.
6. The use of the Premises and any other rights, privileges and facilities granted to Grantee herein shall be used, enjoyed and operated by Grantee only in compliance with all orders, rules and regulations of Grantor, the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), Department of Homeland Security (DHS), Environmental Protection Agency, or the Michigan Department of Environmental Quality.

**6. LIMITATIONS OF GRANTEE**

Grantee is limited by the following conditions:

1. Grantee's use of the ramp, apron, and taxiways on the Aeronautical Premises is explicitly subject to Grantor's right to permit use of those areas in common with others for aeronautical purposes if Grantor determines that such access is reasonably necessary because of lack of other available space at the Airport. Grantor shall provide 30 days' written notice to Grantee before the effective date of any change to Grantee's use of those areas under this Section 6.1. Grantee shall subsequently retain a non-exclusive right to use the ramp, apron, and

taxiways, and shall accommodate other users of those areas in a manner consistent with Grantor's direction. In the event that Grantor makes such a determination under this Section 6.1, the Aeronautical Premises Rent (as defined in Section 7) shall be adjusted for the period of time such common use is in effect to account for Grantee's loss of preferential use of portions of the Aeronautical Premises.

2. The Premises are not to be used for any business other than that authorized herein without the prior written consent of Grantor. Grantee and/or its employees may not permit vendors providing aeronautical and/or commercial services at the Airport as defined by the Grantor's Minimum Standards, as the same may be amended from time-to-time ("Grantor's Minimum Standards"), to operate on the Premises without said vendor fully meeting the Grantor's Minimum Standards, which are incorporated into this Agreement by reference as though fully set forth herein.
7. Grantee shall not overload any floor or paved area in/on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
8. Grantee shall not do, or permit to be done, anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical, drainage and sewer systems, fire-protection system and other systems installed or located on or in the Premises.
9. Grantee shall not commit any nuisance or permit its employees or others on the Premises with its consent to commit or create or continue to tend to create any nuisance on the Premises in or near the Airport; provided, however, that the operation of a non-profit aviation educational facility in accordance with applicable laws and Grantor's Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities shall not constitute a nuisance.
10. Grantee shall not cause or permit to be caused or produced upon the Premises, to permeate the same or to emanate there from, any unusual, noxious or objectionable smokes, liquids, gases, vapor or odors.
11. Grantee covenants and agrees that no equipment or fixtures shall be installed or operated on the Premises which would produce electromagnetic radiation or radio signals, telecommunication signals, or the like, that would interfere with aircraft communications or violate any FAA rule or regulation.
12. Grantee shall not install any additional exterior lighting or reflective material unless approved in advance by Grantor and such installation is consistent with all applicable federal laws, regulations, and guidance.
13. Grantee covenants and agrees that it will not install landscaping, retention/detention ponds or other landscape or site features that could become wildlife attractants unless approved in advance by Grantor and such installation is consistent with all applicable federal laws, regulations, and guidance.

14. To ensure Grantee's compliance with this Section 6, Grantor retains the right to conduct inspections of the Premises upon reasonable notice to Grantee.

**7. RENTAL**

Beginning on the first day of the Term, Grantee shall pay Grantor, for use of the School Building Premises described herein, rent of **FORTY THREE THOUSAND FIVE HUNDRED AND SIXTEEN DOLLARS AND FORTY FOUR CENTS (\$43,516.44)** per year, payable in twelve equal monthly installments of **THREE THOUSAND SIX HUNDRED AND TWENTY SIX DOLLARS AND THIRTY SEVEN CENTS (\$3,626.37)** each, due on or before the first day of each month during the Term without setoff, deduction, abatement, reduction, or counterclaim ("School Building Premises Rent").

In addition, at such time as the Grantee receives a certificate of occupancy for the Aeronautical Premises, Grantee shall pay to Grantor for use of the Aeronautical Premises **TWENTY-EIGHT THOUSAND NINE HUNDRED AND THIRTY DOLLARS AND SIXTY SEVEN CENTS (\$28,930.67)** per year, payable in twelve equal monthly installments of **TWO THOUSAND FOUR HUNDRED AND TEN DOLLARS AND EIGHTY NINE CENTS (\$2,410.89)** each, due on or before the first day of each month during the Term, without setoff, deduction, abatement, reduction, or counterclaim ("Aeronautical Premises Rent").

Together, the School Building Premises Rent and the Aeronautical Premises Rent shall be known as the "Base Rent."

**8. BASE RENT ADJUSTMENT; SUBLEASE RENT**

At the end of the fifth year of the Term, and every five years thereafter, the Base Rent and the Sublease Rent Rate shall be adjusted to reflect changes in economic conditions by multiplying the Base Rent and/or Sublease Rent Rate by a fraction, the denominator of which is the BLS Consumer Price Index All Urban Consumers, All Cities, non-seasonally adjusted, (CPI-U) 1982-1984 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") for the third month preceding the Effective Date, and the numerator of which is the Index for the third month immediately preceding the beginning of each subsequent five-year period of the Term. Any decrease in the Index shall not result in a decrease in Grantee's rental obligation. In the event that publication of the Index is discontinued or if the method of determination of the Index is substantially changed from the method presently employed, the basis for such adjustment shall be redefined by the parties to accomplish the intent of this provision.

If Grantee subleases the Aeronautical Premises or any portion of the Aeronautical Premises pursuant to the conditions set forth in Section 32 herein, Grantee shall pay to Grantor an amount equal to \$0.185 per square foot of space sublet ("Sublease Rent Rate") by Grantee, payable in equal monthly installments ("Sublease Rent"). Grantee shall pay Sublease Rent for any period that an Approved Subtenant (as defined in Section 32) occupies or uses the sublet space for any purpose and the determination of occupancy or use of the sublet space shall be in Grantor's sole discretion. Grantee shall pay Sublease Rent regardless of whether such Approved Subtenant is making payments to Grantee for the use of such sublet space.

**9. PRORATION OF RENTAL PAYMENTS**

In the event that the commencement or termination of the Term, with respect to any of the particular Premises, facilities, rights, licenses, services and privileges herein provided, fall on any other date than the first or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid pro rata according to the number of days in the month during which said privileges were enjoyed.

#### **10. FUEL FLOWAGE FEE**

If Grantee purchases aviation fuel for delivery on the Airport other than from a fixed based operator authorized to sell and deliver such fuel on the Airport, Grantee shall, in addition to the rentals above provided to be paid, pay to Grantor within ten (10) days after the end of each month a sum equal to eight and one-half cents (\$0.085) per gallon for each net gallon of gasoline, jet fuel, or any other aircraft fuel received by Grantee upon the Airport during the preceding month. For purposes of this Section, the term "net gallon" shall mean the total gallons delivered adjusted to 60 degrees Fahrenheit. Payment of the above fees and charges shall be made to the Grantor on or before the 10<sup>th</sup> day of each month for all such fuel received by Grantee during the preceding month. Receipt of all fuel shall be metered in a manner satisfactory to Grantor and Grantor shall have the privilege of examining the types of equipment used in connection with the receipt, storage, and dispensing of fuel by Grantee and of examining Grantee's books and records in order to accurately determine that payments have been made as required. Grantor reserves the right at its discretion to change the charges provided for hereunder from the initial eight and one-half cents (0.085¢) per gallon to such sum as Grantor shall determine to be reasonable and necessary in connection with cost recovery for the operation and development of the Airport, provided that any increase shall be uniformly applied to all of Grantor's tenants similarly situated on the Airport.

#### **11. ADDITIONAL FEES, CHARGES AND RENTALS**

Grantee shall pay to Grantor additional fees, charges and rentals as follows:

1. If Grantor has paid any sum or sums, or has incurred any obligation or expense, for which Grantee has agreed to pay or reimburse Grantor, or for which Grantee is otherwise responsible;
15. If Grantor is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect or refusal of Grantee to perform or fulfill any of the promises, terms, conditions or covenants required of it;
16. Pursuant to any separate agreement between the parties not contained in this Agreement.

Such additional fees and charges for services rendered, plus Fuel Flowage Fees, Sublease Rent, and any other amounts due hereunder in addition to Base Rent (collectively "Additional Rent"), such as, but not limited to, utilities, trash removal, telephone, delivery access charges and similar charges. Grantee's obligations pursuant to this Section shall include all interest, costs, damages, and penalties in conjunction with such sums so paid or expenses so incurred by Grantor. Additional fees are due within ten (10) days of a notice from Grantor to Grantee setting forth the additional fees and the purpose for which the same were incurred by Grantor.

#### **12. SECURITY DEPOSIT**

[RESERVED]

**13. TAXES**

Grantee covenants and agrees that it will pay, when due, all taxes which may be assessed pursuant to law against the Premises, or against the buildings, improvements and personal property located on the Premises or against any business and activities conducted by Grantee.

**14. INDEMNITY AND INSURANCE**

Grantee shall indemnify, protect, defend, and hold Grantor and the County of Kent, and their officers, employees, agents and contractors (collectively the "Indemnified Parties") completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands ("Losses") arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of the use or occupancy of the Premises or the Airport by Grantee, or the acts or omissions of Grantee, or any Grantee Party, except to the extent such injury, death or damage is caused solely by the act or omission of an Indemnified Party. Grantor shall give to Grantee reasonable notice of any such claims or actions. The provisions of this Section shall survive the expiration or early termination of this Agreement with respect to Losses that arise by reason of injury or death of any person or damage to any property that occur during the Term of this Agreement.

Grantee shall procure and maintain the following insurance covering its operations at or upon the Airport including areas assigned exclusively to Grantee and also areas used by Grantee in common with others. Such coverage shall name Grantor and the other Indemnified Parties as additional insureds to the extent of the contractual liability assumed by Grantee hereunder. Coverage shall be placed with insurance companies licensed to do business in the state of Michigan. Such insurance shall be in at least the following amounts:

1. Commercial General Liability covering claims for damages because of bodily injury and personal injury, including death, and damage to property, in an amount no less than Two Million Dollars (\$2,000,000) combined single limit. Such policy shall include coverage for Premises and Operations, Contractual Liability as applicable to the hold harmless agreements in this Agreement; Completed Products and Operations; Property Damage; and a Cross Liability Endorsement for Grantor as an additional insured.
17. Comprehensive Auto Liability, including owned, non-owned or hired vehicles in an amount no less than One Million Dollars (\$1,000,000) each accident combined single limit.
18. Workers' Compensation including occupational disease, other states and Voluntary Compensation coverage on all employees to statutory limits, but in no event less than One Million Dollars (\$1,000,000). Grantee may self-insure this obligation pursuant to the provisions of Michigan Public Act 317 of 1969, as amended.

19. Aircraft Hull & Liability Insurance of not less than Three Million Dollars (\$3,000,000) each occurrence. The Hull Insurance Coverage in this policy shall provide a waiver of subrogation to Grantor and the Indemnified Parties.

Such policies of insurance shall be in a form and with companies reasonably satisfactory to the Board (provided that an A.M. Best rated insurance company with a rating of B+, VIII or better shall be deemed reasonably satisfactory for the purposes hereof). Grantee shall be fully responsible for the insurance policy deductible for which the required insurance applies and Grantor shall have the right to approve the amount of any deductible in its reasonable discretion.

Certificates shall be deposited with Grantor at least five (5) business days prior to commencement of Grantee's operations showing such insurance to be in effect and showing Grantor to be named as an additional insured and requiring the issuing company to give thirty (30) days' prior written notice to Grantor prior to the cancellation of the insurance or material change in the coverage.

In order to effect a waiver of insurance subrogation rights, to the extent permitted by law, each party, its elected and appointed officials, employees and volunteers and others working on its behalf, does hereby release the other from liability from any loss or damage to the Premises, building, personal property, fixtures and equipment of the other to the extent that such loss is covered, or would be covered by fire and extended coverage insurance in the full insurable value of such real or personal property, even though such loss may be due to the negligence or fault of such other party, its agents, representatives or employees. Grantee's policies of insurance shall contain a clause or endorsement that such release shall not adversely affect or impair such policies or prejudice the right of Grantee or Grantor as additional Insured, to recover hereunder.

From time to time Grantor may review applicable insurance limits and coverages and Grantee agrees to provide insurance as shall then comply with current policy requirements of the Grantor. Grantor shall consult with and notify Grantee of any such changes in the minimum limits and/or types of coverage required and Grantee shall have thirty (30) days from such notice to provide Grantor with adequate proof of insurance in accordance with this Section.

## **15. FIRE AND EXTENDED COVERAGE INSURANCE**

Grantee must, at all times during the Term, and at Grantee's sole expense, keep all Improvements which are now or which may hereafter become a part of the Premises insured with broad form fire and extended coverage insurance with an all-risk endorsement for other covered hazards for not less than the full replacement value of such improvements (excluding foundations and excavation), with loss payable to Grantor and Grantee as their interests may appear. Any loss adjustment will require the written consent of Grantor and Grantee and shall not be unreasonably withheld by either party.

### **A. DEFINITION OF FULL REPLACEMENT VALUE**

The term "full replacement value" of Improvements, as used in this Agreement, will mean the actual replacement cost of such Improvements from time to time. If either party believes that the full replacement value, that is to say, the then replacement cost, has increased or decreased, it will have the right, but, except as provided below, only at intervals of not less than two (2) years, to have such full replacement value redetermined

by the fire insurance company which is then carrying the largest amount of fire insurance on the Premises and improvements, hereinafter referred to as the "impartial appraiser." The party desiring to have the full replacement value so redetermined by an impartial appraiser must give written notice to the other party prior to submission of its request for redetermination to the impartial appraiser. The determination of such impartial appraiser will be final and binding on the parties of this Agreement, and Grantee may increase, or may decrease, the amount of the insurance carried pursuant to this Section, as the case may be, to the amount so determined by the impartial appraiser. Such determination will be binding until superseded by agreement between the parties to this Agreement or by a subsequent redetermination by an impartial appraiser. Each party will pay one-half of the fee, if any, of the impartial appraiser. If Grantee made improvements to the Premises, Grantor may have the full replacement value redetermined at any time after such improvements are made, regardless of when the full replacement value was last determined.

**B. WAIVER OF SUBROGATION**

Grantor, for itself and its respective successors and assigns (including, without limitation, any person, firm or corporation which may become subrogated to any of its rights) waives any and all rights and claims for recovery against Grantee, and its officers, employees, agents and assigns, or any of them, on account of any loss or damage to any of its property located on the Premises insured under any valid and collectible insurance policies, to the extent of any recovery collectible under such insurance policies. The Property Insurance policy carried by Grantor and insuring all or any part of such property must provide that the insurance company waive all right of recovery by way of subrogation against Grantee.

Grantee, for itself and its respective successors and assigns (including, without limitation, any person, firm or corporation which may become subrogated to any of its rights) waives any and all rights and claims for recovery against Grantor, and its officers, employees, agents and assigns, or any of them, on account of any loss or damage to any of its property located on the Premises insured under any valid and collectible insurance policies, to the extent of any recovery collectible under such insurance policies. Each insurance policy carried by Grantee and insuring all or any part of such property must provide that the insurance company waive all right of recovery by way of subrogation against Grantor.

**16. DAMAGE OR DESTRUCTION OF PREMISES**

The damage, destruction, or partial destruction of the Premises or improvements will not release or diminish Grantee's obligations under this Agreement, except as expressly provided herein. In case of damage to or destruction of the Premises or improvement, Grantee must, and at its own expense, promptly repair and restore the same to a condition as good as or better than that which existed prior to such damage or destruction to the extent insurance proceeds are made available. If such damage or destruction cannot be reasonably remedied prior to the end of the Term, then Grantee may elect to pay such insurance proceeds over to Grantor in lieu of such obligation to repair and restore the Premises. Without limiting such obligations of Grantee, it is agreed that, so long as Grantee is not then in default under this Agreement, and subject to the rights of any mortgagee of the Premises, the proceeds of any insurance covering such damage or destruction will be made available to Grantee for such repair or

replacement. Insurance proceeds may be held in trust for construction disbursement to Grantee.

If the Premises are substantially damaged (more than 40% of their initial cost) then Grantee may elect, in lieu of rebuilding to fully restore the Premises to a "green field" site and terminate this Agreement by notifying Grantor of such termination within one hundred twenty (120) days after the date of such damage. However, in the event that Grantee elects not to rebuild, all proceeds of insurance maintained, or required to be maintained by Grantee under this Agreement must be paid to Grantor by insurer (or by Grantee in the event that proceeds have already been disbursed to Grantee by insurer, or in the event that Grantee fails to maintain the requisite insurance), except to the extent reasonably applied to restore the Premises to a green field site.

## **17. ENVIRONMENTAL REGULATIONS**

**A. Grantee shall comply with the following environmental regulations:**

1. **Authority's Consent Required.** Grantee shall not cause or permit any Hazardous Materials, as defined below, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below and as permitted by the Authority.

20. **Compliance with Environmental Laws.** Grantee shall at all times and in all respects comply with all laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment including, but not limited to, ambient air (including but not limited to the ambient air procedures and records detailing chlorofluorocarbons [CFC]), ground water, surface water and land use, including sub-strata land, industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the Premises (collectively "Environmental Laws").

21. **Hazardous Materials Handling.** Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises. Except for permissible discharges into the sanitary sewer, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Grantee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the Term of the Agreement, Grantee shall cause all Hazardous Materials to be removed from the Premises and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial action in response to the presence of any Hazardous Materials

in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Authority of Grantee's intention to do so and affording the Authority ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.

22. **Notices.** If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide Authority with written notice of that condition. In addition, Grantee shall immediately notify the Authority in writing of (1) any enforcement, cleanup, removal; or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Authority as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Grantee's use thereof. Grantee shall promptly deliver to the Authority, upon request, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

23. **Definition of Hazardous Materials.** As used in this Agreement, "Hazardous Material or Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §8901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.

**B.** Grantee shall indemnify, defend and hold harmless the Indemnified Parties and each of them, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the Premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms or conditions

relating to environmental matters in this Agreement. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the Premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should Authority have a reasonable basis to believe that Grantee has caused the presence of Hazardous Materials in violation of Environmental Laws and Grantee fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from Grantee's violation of Environmental Laws. Grantee's obligations under this Paragraph B shall survive the expiration or earlier termination of the Term of this Agreement.

C. Notwithstanding any provisions of this Agreement to the contrary, the Authority, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Authority shall have the right to visually inspect the Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Authority shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws, then Grantee shall fully reimburse Authority for such expenses within thirty (30) days of receiving Authority's written request for reimbursement.

D. Grantee acknowledges that the Authority holds a National Pollution Discharge Elimination System ("NPDES") Permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management practices ("BMPs") with regard to the use of anti-icing and deicing materials (collectively "Deicing Materials") and the collection of storm water containing Deicing Materials. The BMPs are described in the Airport's Deicing Management Plan ("Plan"). The Permit and the Plan are incorporated by reference into this Agreement as if printed in their entirety herein.

## **18. UTILITIES AND SERVICES**

Grantee agrees to provide for its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Grantee shall pay for all utility service supplied to the Premises, and if required by the utility agencies as a condition of continuing said services, Grantee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make changes upon the Premises, or within the structures covered by this Agreement, such as any wiring, plumbing or similar installations, as a condition of the continuance of utility services, and Grantee desires to continue such services, Grantee will promptly make such changes and installations, at its expense, as directed and

required by the utility organizations. Grantee shall pay for all utility charges, including natural gas, electricity, sewer, and water used on the Premises during the Term of this Agreement.

It is further agreed that Grantor shall have the right, without cost to Grantee, to install and maintain in, on or across the Premises, sewer, water, gas, electric and telephone lines, electric substations, street widening or other installations necessary to the operation of the Airport, or to service other tenants of Grantor. It is provided, however, that Grantor shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Grantee's use of the Premises.

Grantor, without expense to Grantee, shall provide any necessary license or easement necessary for telephone service or other utility service to the take off points upon the Premises. Except as otherwise provided in this Agreement, Grantee shall contract for its own utilities and shall pay all billings therefor promptly when due.

Grantor may, at its election, enter into arrangements with appropriate utility companies or suppliers and thereby supply Grantee with water, sewage, electrical or gas service and resell such service to Grantee at rates not exceeding those which Grantee would have to pay if it established the same demand and took the same quantity directly from the utility companies or supplier. Grantor may, at its election, supply Grantee with water and/or sewage service from facilities operated by Grantor and charge Grantee for the service at rates established by Grantor, which rates shall not exceed the rate which the city of Grand Rapids would charge for service to such users.

Notwithstanding the above, Grantor agrees that it shall take such action as may be reasonably required from time to time to assure Grantee that the Premises receive an uninterrupted source of gas, water, sewage, telephone and electrical service.

**19. MAINTENANCE, REPAIR AND OPERATION BY GRANTEE**

Grantee shall keep and maintain the Premises and all improvements thereon in good condition reasonable wear and use excepted, and shall keep the Premises in a sanitary and slightly condition. Grantee shall maintain the HVAC system, fire suppression system, roof, hangar doors, and all other major components of the Premises and improvements in good working order and in compliance with all applicable building codes. Grantor reserves the right to conduct periodic inspections of the Premises to ensure compliance with this Section 19, however, such inspection may only take place upon reasonable notice to Grantee.

Grantee agrees to provide at its own expense such janitorial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Premises.

Grantee shall provide for the removal of snow from its Premises to include stairs, walkways, ledges, roads, aircraft ramps and parking areas. Grantee shall not place snow from its Premises on any other area of the Airport without prior written authorization.

Grantee agrees to provide the following:

- a. Removal of oil and grease caused by aircraft or vehicles on Grantee's aircraft apron and parking positions or vehicle parking positions.
- b. At its own expense such janitorial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Premises.
- c. The removal of snow from its Premises to include parking lots, stairs, walkways, and ledges. Grantee shall not place snow from its Premises to any other area of the Airport without prior written authorization.
- d. Maintenance in a neat, clean and orderly manner of the portions of the aircraft apron occupied by Grantee's ramp and service equipment, if applicable.
- e. Painting in such manner as Grantor shall have approved of aircraft apron and parking positions to guide Grantee's equipment and aircraft if desired by Grantee or required for proper positioning of the aircraft within designated parking positions, if applicable.

Grantee agrees that there will be no outside storage of equipment, materials or supplies not normally used in the course of business of the Grantee unless specifically authorized elsewhere in this Agreement; that all trash, garbage, FODs, etc., will be removed at Grantee's expense; that same will not be deposited on any part of the Airport, except temporarily in conjunction with collection or removal.

In the event that Grantee fails to keep and maintain the Premises and improvements in good condition and repair, reasonable wear and use excepted, and in a sanitary and slightly condition for a period of thirty (30) days after written notice from Grantor to do so, Grantor, upon the expiration of such thirty (30) day period, may, but shall not be obligated to, enter upon the Premises involved and perform the obligation of Grantee, charging Grantee the reasonable cost and expense thereof, and Grantee agrees to pay Grantor such charge in addition to any other amounts payable by Grantee plus reasonable administrative costs of such performance; provided, however, that if Grantee's failure to perform any such obligation adversely affects or endangers the health or safety of the public or of employees of Grantor in the reasonable judgment of Grantor, and if Grantor so states in its notice to Grantee, Grantor may, but shall not be obligated to, perform such obligation of Grantee at any time after the giving of such notice and without awaiting the expiration of the thirty (30) day period, and charge to Grantee, and Grantee shall pay, the reasonable cost and expense plus reasonable administrative costs of such performance.

It is further agreed that if Grantor shall perform any of Grantee's obligations in accordance with the provisions of this Section, Grantor shall not be liable to Grantee for any loss of revenue to Grantee resulting from such performance.

## **20. MAINTENANCE, REPAIR AND OPERATION BY GRANTOR**

Grantor agrees to maintain the public aircraft facilities and public roadway facilities in good condition and repair. Such obligation shall include snow removal from public runways, public taxiways, public roadways and public parking and storage space as Grantor may deem appropriate in the interest of safe and efficient use of these facilities.

**21. FUTURE AIRPORT USE AND DEVELOPMENT**

A. The Grantor reserves the right to further develop or improve the landing areas of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.

B. The Grantor reserves the right, but shall not be obligated to the Grantee, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Grantee in this regard.

C. The Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises leased or occupied by Grantee.

**22. NOTICES**

Any notice, demand, request, consent, or approval that either party may or is required to give the other, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

**TO GRANTOR:**

Gerald R. Ford International Airport  
Authority  
5500 44<sup>th</sup> St. S.E.  
Grand Rapids, MI 49512  
Attn: Stephen Clark

**TO GRANTEE:**

West Michigan Aviation  
Academy  
5363 44<sup>th</sup> St SE  
Grand Rapids, MI 49512  
Attn: George Pavey

Either party shall have the right by giving fifteen (15) days advance written notice to the other, to change the address at which it will receive such communications. Such communications shall be deemed received upon delivery, if personally delivered, or within four (4) days following deposit in the mail if sent by mail.

**23. IMPROVEMENTS OR ALTERATIONS**

Grantee shall have the right to make additions, improvements, modifications, revisions or other alterations to facilitate business operations hereunder, subject to the prior written approval by Grantor of plans, specifications, location, type and construction. All costs of any such addition, improvement, modification, revision or other alteration, shall be borne by Grantee.

Within thirty (30) days following completion of the addition, improvement, modification, revision, repair or replacement or other alteration (each, an "Improvement") Grantee shall present to Grantor a complete set of reproducible "record" drawings including all amendments and changes issued during construction and including, but not limited to, specifications and shop drawings as applicable. Grantor may, in its sole discretion, require the removal of any Improvements and restoration of the Premises at Grantee's cost, upon termination of this Agreement. If removal and restoration is required, Grantor shall notify Grantee as a condition of approval. If Grantor does not so notify Grantee in

connection with its initial approval of the Improvements, then such removal shall not be required.

If any Improvement is made without the Grantor's prior written approval, then the Grantor may, in its sole and unfettered discretion, elect to take any one or more of the following actions by written notice to Grantee:

- a. Refrain from any maintenance which would otherwise be the obligation of Grantor until such time as the Premises is returned to its condition prior to the Improvement;
- b. Require the Grantee to remove the Improvement and restore the Premises to its original condition; and/or
- c. Require the Grantee to change or modify the Improvement to the sole satisfaction of the Grantor.

If Grantor elects to require Grantee to remove or modify the Improvement as provided above, and Grantee fails to commence such removal or modification within thirty (30) days following receipt of the notice referenced above, and diligently to prosecute such removal or modification to completion, then Grantor may terminate this Agreement, retain any security deposit, or exercise any other remedy available under this Agreement or applicable law.

Grantee's use of outside contractors or its employees for such work will be immediately discontinued if such work results in work stoppage, picketing or other disruption of passenger, airport, or tenant business.

Grantee shall cause all Improvements authorized to be constructed only by a contractor or contractors properly licensed by the State of Michigan to perform the proposed work. Grantee shall be solely responsible for payment to such contractor for all elements of such construction, and shall keep the Premises free and clear of all mechanics' liens resulting from any construction by or on behalf of Grantee. Notwithstanding the foregoing, Grantee shall have the right to contest, in good faith and with reasonable diligence, the validity of any lien or claimed lien, if Grantee shall give to Grantor such security as may be reasonably satisfactory to Grantor and Grantor's title insurance company to assure payment thereof and any interest thereon and to prevent any foreclosure of the lien or sale of the Premises or the Airport by reason of nonpayment thereof; provided, further, however, that on final determination of the lien or claim for lien, Grantee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released and any judgment satisfied.

Portions of Improvements that are not constructed as indicated and specified on approved plans are also determined to be unapproved Improvements and shall be immediately removed or corrected at Grantee's sole expense.

**A. GENERAL**

No Improvements of any kind shall be erected, placed, assembled, constructed or permitted on the Premises until preliminary and final plans showing the type of use, location, size and design are prepared by an architect and/or engineer licensed to practice in the State of Michigan and the plans have been approved by Grantor under

procedures set out in the remainder of this Section. Prior to the preparation of preliminary plans, Grantee shall contact the Grantor to schedule a meeting to brief Grantor's staff on the proposed Improvement.

Any review or approval by Grantor of Grantee's plans or any inspection by Grantor of Grantee's work or materials shall not be deemed to constitute a waiver or release by Grantor of any obligation or responsibility of Grantee under this Agreement, or an assumption of any risk or liability by Grantor, and Grantee shall make no claim against Grantor on account of such review, approval, or inspection.

**B. PRELIMINARY PLANS**

Preliminary plans shall show the full extent of the Improvements to be constructed including grading, drainage, landscaping, paving, architectural, structural, electrical, mechanical and communications details; and utility locations showing the relationship of the proposed Improvements to all adjacent Airport parcels, public roadways, service roadways, taxiways and aircraft parking aprons. A minimum of three (3) complete sets of preliminary plans shall be submitted to Grantor for review. Civil engineering plans shall include plan drawings submitted on a scale not smaller than one (1) inch equals fifty (50) feet. Architectural plans shall include plan drawings at a suitable scale but in no case shall the scale be smaller than 1/16 inch equals one (1) foot. Plans shall include specifications in sufficient detail for Grantor to determine compatibility with Grantor's objectives for the overall aesthetic character and quality of the Improvements. At Grantor's request architectural projects shall include an accurate architectural perspective color rendering including the proposed exterior color, scheme, style, materials, wording and placement of all signs.

**C. REVIEW OF AND COMMENTS ON PRELIMINARY PLANS**

Within thirty (30) days after the date of receipt of the preliminary plans, Grantor will return a set of plans with comments. Grantor's review and comment on the preliminary plans does not mean or infer that Grantor has approved the proposed Improvement. Additional plans, specifications or design features beyond those submitted with the preliminary plans may be required and shall be prepared by Grantee at the request of Grantor.

**D. FINAL PLANS**

A minimum of two (2) complete sets of final plans and specifications and electronic files in the most current version of AutoCAD available used by the Grantor showing responses to comments received, if any, and setting forth in all necessary detail the requirements for construction of the project shall be submitted to Grantor for approval prior to submitting plans to other applicable agencies so that Grantor may review them for design conformance with the preliminary plans. Final plans shall be sealed by a licensed engineer and/or architect. Grantee shall submit a completed Airport Construction Permit Application with such final plans.

**E. APPROVAL OF FINAL PLANS**

Within fifteen (15) days of the date of receipt of the final plans, if final plans are approved, Grantor will return final plans to Grantee with an authorized Airport Construction Permit Application. In the event the final plans are not approved, Grantor shall provide its written comments as to those portions of the final plans, which are not approved, and the reasons therefore. Grantor will retain one full set of final plans.

Grantor approval of the final plans shall only mean that the proposed Improvement is consistent with Grantor's goals and objectives for Airport development projects and does not infer that the proposed Improvement is approved by any required federal, state and local government agency. After approval of the final plans by Grantor, Grantee has full responsibility for obtaining all required federal, state and local approvals and permits. Grantor will submit to the Federal Aviation Administration for airspace approval (FAA Form 7460). Grantee will provide ten (10) sets of final plans for the airspace approval submittal.

**F. MODIFICATION OF FINAL PLANS**

Any material modifications to the approved final plans including environmental mitigation measures, modifications imposed by other governmental agencies, or construction change orders shall be submitted to Grantor for approval prior to construction. Such approval shall not be unreasonably withheld or delayed.

**G. ADDITIONAL REQUIREMENTS**

After receiving the Grantor's approval of final construction plans and prior to beginning construction on the Premises, Grantee shall satisfy all of the following requirements:

1. Grantee, at its expense shall have filed with the appropriate governmental body having jurisdiction with respect to the demolition of existing improvements and the erection of new Improvements, complete plans, specifications, certificates, and any other documents required for the Grantee's construction of the new Improvements and obtained all required permits and approvals (copies of which shall be delivered to Grantor). Grantee's plans and specifications shall be the ones approved by Grantor as required in this Section.
  
24. All contractors conducting any work on the Premises shall maintain insurance in the types and amounts mandated by applicable law. Grantee shall deliver to Grantor for its review and approval certificates of insurance.
  
25. Grantee shall deliver to Grantor a performance bond and a labor and material payment bond ("bonds") to be kept in force throughout the period of construction and for ninety (90) days thereafter for all improvements or alterations with a total cost exceeding \$250,000. The bonds shall be in the amount of the construction cost covering faithful performance of the Grantee's obligations hereunder and the payment of all obligations arising in connection with the construction, free of liens upon the Premises. The bonds shall name Grantor as obligee, and shall be written by surety companies qualified to do business in the state of Michigan, under proper certificate of authority, and in such form and with such sureties as Grantor may approve. Grantee shall indemnify Grantor against any monetary liens placed against the Premises for nonpayment of taxes, materials or labor in connection with construction.

All of the documents required herein must be submitted in detail satisfactory to Grantor.

**H. NOTICE OF COMPLETION**

Within ten business (10) days of construction completion, Grantee shall submit a written Notice of Completion to Grantor. Within ten (10) days of receipt of Notice of Completion, Grantor may schedule an inspection of the Improvements to be accompanied by

Grantee for purposes of confirming compliance with the final plans and any subsequent modifications to the final plans. This inspection tour may be scheduled at the same time Grantee schedules a final inspection in accordance with any requirements imposed by other governmental agencies. Failure of Grantor to complete such inspection shall not prevent Grantor from its rights to require Grantee to correct, modify, and remove any non-conforming Improvements.

**I. AS-CONSTRUCTED/RECORD DRAWINGS**

Within forty-five (45) days after filing the Notice of Completion, Grantee shall furnish to Grantor one set of reproducible Mylar Record Drawings showing the "as-constructed" Improvements and a diskette (CD/DVD acceptable) containing the drawings in the CAD and PDF versions currently used by Grantor. Record Drawings shall be dated and stamped by the engineer or architect of record.

**J. TITLE TO IMPROVEMENTS**

The improvements and alterations made by Grantee shall remain on the Premises throughout the Term. Title to these Improvements shall remain with Grantee until surrendered to Grantor, or removed, upon expiration of the Term or sooner termination of this Agreement, pursuant to the terms of Section 25.

**K. REMOVAL OF UNAPPROVED IMPROVEMENTS**

Improvements made on Premises without Grantor's approval as outlined in this Agreement are determined to be unapproved Improvements constructed or installed in violation of the conditions, restrictions and requirements of this Agreement. Without limiting Grantor's right to declare any unapproved Improvement an Event of Default under this Agreement, unapproved Improvements shall be immediately removed at Grantee's sole expense upon demand by Grantor. Portions of Improvements that are not constructed as indicated and specified on approved plans are also determined to be unapproved Improvements and shall be immediately removed or corrected at Grantee's sole expense.

**24. LEASEHOLD MORTGAGES**

Grantee shall not make a collateral assignment of any of Grantee's rights, title and interest, as Grantee, in and to this Agreement and the Premises without the prior written consent of Grantor. Any purported assignment made without Grantor's prior written consent shall be void *ab initio*.

**25. TITLE TO PROPERTY AT EXPIRATION OF AGREEMENT**

Parties agree to reasonable cooperation to enter into a new agreement prior the termination of this Agreement, and in the negotiation of any new agreement, Grantor agrees to reasonably consider the value of improvements made to the Premises by Grantee during the Term of this Agreement. If the Parties fail to agree, then at the expiration of this Agreement, or upon the Agreement being terminated due to the default of Grantee or for any other reason, any and all property, except trade fixtures or equipment of the Grantee, its guests, business invitees, employees, agents, contractors, assigns, subtenants or other person claiming under Grantee, shall become the sole property of the Grantor. Any trade fixtures or equipment not removed prior to the expiration or termination of this Agreement shall, at Grantor's option, become the property of the Grantor and Grantor may sell or dispose of the same without obligation to account to Grantee for the value thereof. Notwithstanding the foregoing, nothing herein

shall be construed to deprive the Grantor of the right to demand that Grantee remove, at Grantee's sole expense, all or any part of any property left behind and to restore the Premises to their original condition as of the Effective Date of this Agreement. Grantor expressly reserves such right. In that event, Grantor reserves the right to charge Grantee for the removal of any property not removed plus reasonable administrative costs.

**26. REMOVAL OF GRANTEE'S EFFECTS ON CANCELLATION**

Whenever a right-of-cancellation is provided to Grantor herein, Grantor may take immediate possession of the Premises and remove Grantee's effects, using such force as Grantor deems necessary, without being deemed guilty of trespass or other violation of Grantee's rights under law. Upon such entry this Agreement shall terminate.

**27. GRANTOR'S RIGHT OF CANCELLATION NOT WAIVED**

The failure of Grantor to declare this Agreement terminated upon the default of Grantee, or for any other reason set forth herein, shall not operate to bar or destroy the right of Grantor to cancel this Agreement at any other time pursuant to the terms of this Agreement. Further, the acceptance of any rental, in whole or in part, by Grantor for or during any period of default or other violation of the terms, covenants and conditions of this Agreement, or any period thereafter, by Grantee shall not be deemed a waiver of any right on the part of Grantor to cancel this Agreement.

**28. RIGHT OF ENTRY**

Grantor may enter upon the Premises now or hereafter leased exclusively to Grantee at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations under this Agreement, in the exercise of its governmental functions, or in the event of any emergency. Except in the case of Grantor's governmental functions, or an emergency, Grantor shall give Grantee reasonable advance notice prior to Grantor's entry into Grantee's buildings and improvements.

**29. RULES AND REGULATIONS**

Grantee agrees to observe and obey all rules and regulations promulgated from time to time by the Board, the U.S. Department of Transportation, the FAA, the TSA, the DHS, the EPA, the MDEQ, the Michigan Department of Transportation, and the Michigan Aeronautics Commission, governing the conduct and operation of the Airport and its facilities. Grantor agrees that any rules and regulations promulgated by Grantor shall not be inconsistent with any legally authorized rule or regulation of the Department of Transportation or of the FAA. Grantee shall be advised of and provided copies of any rules and regulations adopted by Grantor affecting Grantee's operation at the Airport. In the event the Grantor is assessed and pays a fine because of an act or omission of Grantee or any Grantee Party, in violation of this Section, Grantee shall reimburse the Grantor for such payment within thirty days (30) of the Grantor providing notification of such payment.

**30. MINERAL RIGHTS**

It is agreed and understood that all water, gas, oil and mineral rights in and under the soil are expressly reserved to Grantor.

**31. SURRENDER OF POSSESSION**

Upon the expiration or earlier termination of this Agreement, Grantee shall forthwith surrender possession to Grantor of the Premises and Improvements thereon in good condition, reasonable wear and tear excepted (in light of the condition of such Premises at the outset of this Agreement). Grantee will ensure any liens against the Premises and the improvements thereon have been satisfied at Grantee's sole cost and expense, prior to surrender to Grantor.

**32. ASSIGNMENT AND SUBLETTING**

Grantee may not assign or sublet, nor may it transfer the management and operation of the Premises without the prior written consent of Grantor. Such consent shall not be unreasonably withheld or delayed, but is contingent upon the proposed sublease meeting the requirements set forth in this Section 32.

If Grantor grants consent to an assignment of sublease, such consent shall not extend to any subsequent assignment or sublease and in each instance that Grantee desires to assign or sublease any portion of the Premises or this Agreement, Grantor's prior written consent must be obtained.

Any contract for a sublease of the Aeronautical Premises or any portion of the Aeronautical Premises must be submitted to Grantor for approval prior to its execution. At a minimum, any contract for a sublease of the Aeronautical Premises or any portion of the Aeronautical Premises must: (a) designate Grantor as a third-party beneficiary of that sublease, (b) permit Grantor to enforce Grantee's rights as a sub-landlord, (c) restrict the use of the Premises or portion of the Premises to aeronautical functions that provide direct benefit to and support Grantee's educational mission, and (d) be subject and subordinate to and incorporate by reference this Agreement.

Upon approval of the sublease contract by Grantor, the person or entity subleasing the Premises or portion of the Premises from Grantee shall be an "Approved Subtenant." Subject to Grantor's rights under this Agreement, occupancy and use of the Premises by persons or entities other than Grantee or Approved Subtenants and their guests, invitees, licensees, and customers is prohibited.

For purposes of this Agreement, an assignment or transfer of this Agreement includes, without limitation (a) a transfer of a majority in interest of the ownership of Grantee excluding however, reorganizations of the management and/or ownership structure of Grantee that do not affect the ultimate majority interest or control of Grantee, or (b) transfer of the operational control of Grantee, even if no ownership interest has been transferred, or (c) any transfer of the Agreement or the Premises or any part or interest in either, whether by voluntary action of Grantee or any other party, or by operation of law.

Any assignment, sublease, or transfer of ownership made in violation of the provisions hereof shall be void, and, at the option of Grantor, shall be the basis for termination of this Agreement.

**33. SUCCESSORS AND ASSIGNS BOUND BY COVENANTS**

All the covenants, conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. This

Section shall not be construed to enlarge Grantee's rights to assign this Agreement, which rights are covered elsewhere in this Agreement.

**34. CONDEMNATION**

If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of such taking, then the Term of this Agreement shall cease on that part to be taken from the day the possession of that part shall be acquired by such public authority, and the Rent shall be paid up to that date. If such portion of the Premises is so taken as to substantially impair the usefulness of the Premises for the purpose for which the Premises were leased, Grantee may either terminate this Agreement or continue in possession of the remainder of the Premises under the terms and conditions hereof except that Base Rent shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Grantee shall be entitled to use the proceeds of the taking to promptly restore such remainder to a reasonably tenantable condition.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by the Federal government, the State of Michigan, or any federal or state agency or any other person vested with such power, of a temporary or permanent interest in all or any part of the Airport, including, without limitation, the Premises, Grantor and Grantee each shall have the right to appear and file claim for damages, to the extent of its respective interest, in the condemnation or eminent domain proceeding, to participate in any and all hearings, trials and appeals therein, and to receive and retain such amount as each may lawfully be entitled to receive as damages or payment as a result of such acquisition.

**35. EARLY TERMINATION BY GRANTEE**

Grantee may, so long as it is not in default, terminate this Agreement without any liability to Grantor or suspend payment of rent by giving Grantor thirty (30) days' advance written notice to be served as provided in Section 12, upon or after the issuance by any court of competent jurisdiction or an injunction, or by action of the Federal Government, in any way substantially preventing the use of the Airport, and the remaining in force of such action for a period of at least ninety (90) days after Grantor has exhausted or abandoned all appeals. Rent will be resumed at such time as Grantee is again permitted to use the Premises.

**36. NON-DISCRIMINATION COVENANTS**

**A. GENERAL CIVIL RIGHTS PROVISIONS.**

The Grantee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance, as they may be amended or interpreted by the United States Department of Transportation, Federal Aviation Administration, or successor agencies from time to time.

This provision obligates the Grantee or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of, personal property; real property or interest therein; structures or improvements thereon, this provision obligates

the party or any transferee for the longer of the following periods: (a) The period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) The period during which the Authority or any transferee retains ownership or possession of the property.

**B. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.**

During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee") agrees as follows:

1. **Compliance with Regulations:** The Grantee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
26. **Non-discrimination:** The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
27. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Grantee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
28. **Information and Reports:** The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish the information, the Grantee will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
29. **Sanctions for Noncompliance:** In the event of a Grantee's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the Grantee under the contract until the Grantee complies; and/or (b) cancelling, terminating or suspending a contract, in whole or in part.

30. The Grantee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Grantee may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

**C. NONDISCRIMINATION PURSUANT TO THE PROVISIONS OF THE AIRPORT IMPROVEMENT PROGRAM.**

The Grantee for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does covenant and agree, and in the case of deeds and leases, as a covenant running with the land:

1. That in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
31. That (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
32. With respect to licenses, leases, permits, etc., in the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the license, permit, etc., as appropriate, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate, had never been made or issued.

**D. PERTINENT LIST OF NONDISCRIMINATION AUTHORITIES – TITLE VI.**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); (b) 49 CFR part 21

(Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964); (c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27; (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); (h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**E. NONDISCRIMINATION UNDER MICHIGAN LAW.**

Grantee agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement. (MCL 37.1209; MCL 37.2209)

F. Grantee agrees that it shall insert the above covenants and assurances in any agreement by which Grantee grants a right or privilege to any person, firm or corporation to render accommodations or service to the public on the Premises leased or occupied by Grantee.

**37. AVIGATION EASEMENT**

Grantor hereby reserves for the use and benefit of the public the right of aircraft to fly in the airspace lying over the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.

Grantee shall not erect any structure or allow the growth of any plant or natural object that would constitute an obstruction to air navigation as defined in 14 CFR Part 77; nor shall Grantee conduct any activity on the Premises that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and communication facilities serving the Airport. Grantor shall have the continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree or other object into the air space, or development of any hazard to air navigation or communication, and to remove or abate from such air space, or mark and light as obstructions, any such structure, tree, object or hazard. Grantor shall have the right of ingress and egress over the Premises for such purposes.

**38. PROTECTION OF AERONAUTICAL APPROACHES**

Grantor reserves the right to take any action it considers necessary or desirable to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Grantee from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Grantor, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

**39. INVALID PROVISIONS**

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or to be invalid as in conflict with any rule, order or regulation of the Federal Aviation Administration or any other governmental authority with jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

**40. WAIVER**

No delay or omission in the exercise of any right or remedy of Grantor on any default by Grantee shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Grantor of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. Grantor's consent to or approval of any act by Grantee requiring Grantor's consent or approval shall not be deemed to waive or render unnecessary Grantor's consent to or approval of any subsequent act by Grantee. Any waiver by Grantor of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

**41. ACCORD AND SATISFACTION**

Grantor is entitled to accept, receive and cash or deposit any payment made by Grantee for any reason or purpose or in any amount whatsoever, and apply the same at Grantor's option to any obligation of Grantee and the same shall not constitute payment of any amount owed except that to which Grantor has applied the same. No endorsement or statement on any check or letter of Grantee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of

any such check or payment shall be without prejudice to Grantor's right to recover any and all amounts owed by Grantee hereunder and the Grantor's right to pursue any other available remedy.

**42. ENTIRE AGREEMENT**

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Grantor and Grantee other than herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Grantor or Grantee unless in writing and signed by them.

This Agreement represents the entire agreement between the Grantor and Grantee as to the Premises. Any earlier agreement between Grantor and Grantee for any lease or development of the Premises, including but not limited to, that certain Lease Agreement dated as of March 1, 2012, as amended, is hereby terminated.

**43. QUIET ENJOYMENT**

Subject to the terms and conditions of this Agreement, Grantor agrees that, upon payment of the rentals, fees and charges as herein provided and performance of the covenants and agreements on the part of the Grantee to be performed hereunder, Lessee shall peaceably have and enjoy the Premises and all the rights and privileges of the Airport, its appurtenances and facilities granted herein.

**44. HEADINGS**

The headings of the sections and paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**45. DEFAULT AND REMEDIES**

**A. DEFAULT**

The occurrence of any of the following shall constitute a material breach of this Agreement by Grantee and an "Event of Default":

1. Grantee's failure to pay Base Rent or Additional Rent within ten (10) business days of the due date;
33. Grantee's failure to perform or observe any other of Grantee's obligations under this Agreement that are left uncured for a period of thirty (30) business days after Grantee receives notice from Grantor setting forth the failure in question (or if cure of such failure cannot be reasonably accomplished in such thirty (30) day period, Grantee's failure to commence cure in such period and diligently prosecute the same to completion);
34. Failure to complete Improvements by Grantee to the extent and within the time required by this Agreement;

35. Grantee's default under any other Agreement(s) with Grantor;
36. Grantee's disbanding, dissolution or cessation of Grantee's continuous business operations;
37. Grantee shall become insolvent, take the benefit of any insolvency law, make a general assignment for the benefit of creditors, or consent to liquidation of all or substantially all of its assets;
38. Failure to maintain as current Grantee's corporate charter;
39. The assessment of a tax lien upon Grantee's business operations or the Premises;
40. The filing by Grantee of a voluntary petition in bankruptcy;
41. The institution of proceedings in bankruptcy against Grantee and such proceedings remain un-vacated or un-stayed for a period of sixty (60) days;
42. The taking by a court of Grantee and its assets pursuant to proceedings brought under the provisions of any state or federal reorganization act if the judgment of the court remains un-vacated or un-stayed for a period of sixty (60) days;
43. The appointment of a receiver of Grantee's assets if such appointment by a court remains un-vacated or un-stayed for a period of sixty (60) days.
44. Grantee assigns, sublets or otherwise conveys any interest in this Agreement in violation of Section 32.

**B. REMEDIES**

If an Event of Default occurs, Grantor, in addition to the remedies provided for in this Agreement or under applicable law, may do any one or more of the following:

1. Grantor may, at any time after the occurrence of any Event of Default, whether or not this Agreement has been terminated, re-enter and repossess the Premises and may in its own name either, as agent for Grantee if this Agreement has not been terminated, or for its own behalf if this Agreement has been terminated, relet all or any part of the Premises; provided that Grantor shall not be required to accept any tenant proposed by Grantee, or observe any instruction given by Grantee about such reletting. No such re-entry or taking possession of the Premises shall be construed as an election on the Grantor's part to terminate this Agreement unless written notice of such election by Grantor is given to Grantee. Notwithstanding any such reletting without termination, Grantor may at any time thereafter elect to terminate this Agreement for any previous Event of Default. For the purposes of such reletting, Grantor may make those Improvements, as determined necessary by Grantor in its reasonable discretion, in or to the Premises, and the cost thereof, together with the costs of any actual and reasonable brokerage fees and marketing costs expended by Grantor in attracting a new tenant, shall be deducted from any rent collected by Grantor from any new tenant and the net portion of such replacement rent shall be

credited against the balance of the Rent due hereunder. Grantee shall pay to Grantor an amount equal to any deficiency.

45. Grantor shall be entitled to terminate this Agreement through process of law and recover (a) all Rent and Additional Rent which has accrued prior to the date of such termination and which is then due and payable; (b) damages for the period following the termination of the Agreement, based upon any and all amounts of Rent and Additional Rent, which Grantee would have been obligated to pay for the balance of the Term, and Grantor may declare such sums to be immediately due and payable; and (c) any and all sums under subparagraph 7 below. The amount set forth in subsection (b) shall be discounted to present value at a discount rate of three percent (3%) per annum. The sum of items (a) through (c) above shall be referred to as the "Lost Profit Sum." Following calculation of the Lost Profit Sum, the fair rental value of the Premises for the balance of the Term, discounted as aforesaid, shall be subtracted therefrom and the resulting sum (the "Adjusted Lost Profit Sum") shall be immediately due and payable. Contemporaneously with the demand for such Adjusted Lost Profit Sum, Grantee shall immediately quit and surrender to Grantor the Premises. Grantee's liability for the payment of all of the sums set forth in this section (including, without limitation, the Adjusted Lost Profit Sum) shall survive any termination of this Agreement.
46. Grantor may from time to time, without terminating this Agreement, enforce all of its rights and remedies under this Agreement.
47. Neither this Agreement nor any rights or privileges hereunder shall be an asset of Grantee in any bankruptcy, insolvency or reorganization proceeding. If Grantor shall not be permitted to terminate this Agreement because of the provisions of the United States Bankruptcy Code, Grantee or any trustee for it shall, within fifteen (15) days upon request by Grantor to the Bankruptcy Court, assume or reject this Agreement unless all defaults hereunder shall have been cured, Grantor shall have been compensated for any monetary loss resulting from such default, and Grantor shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of this Agreement on the part of Grantee to be performed. Towards this purpose, Grantee agrees and consents to hereby waive any otherwise applicable stay of proceedings authorized or ordered by any competent court exercising jurisdiction over such proceedings, as such stay would apply to Grantor's exercise of its rights under this Agreement.
48. Grantor may perform, in whole or in part, any obligation of which Grantee is in default, following the maturation of such default into an Event of Default, and Grantee shall pay on demand any reasonable expenditures made pursuant hereto and the amount of any obligations incurred in connection herewith, plus interest on all such amounts from the date expended at eighteen percent per annum (the "Default Rate") from the date of any such expenditure until the date of payment in full, and Grantor's performance until payment therefor by or on behalf of Grantee shall not constitute a cure of such default by Grantee.

49. No right or remedy herein conferred upon or reserved to Grantor or Grantee herein or by law is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing by law or in equity or by statute.

**C. MITIGATION**

Following any default by Grantee, Grantor shall use commercially reasonable efforts to mitigate its damages. Grantor's obligation to mitigate damages after a default by Grantee under this Agreement that results in Grantor regaining possession of all or part of the Premises shall be satisfied in full if Grantor undertakes to lease the Premises to another grantee (a "Substitute Grantee") in accordance with the following criteria:

1. Grantor shall have no obligation to solicit or entertain negotiations with any other prospective Substitute Grantee until Grantor obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to re-let the Premises free of any claim of Grantee;
50. Grantor shall not be obligated to offer the Premises to any prospective Substitute Grantee when other premises on the Airport suitable for that prospective Substitute Grantee's use are currently available, or will be available within the next six months;
51. Grantor shall not be obligated to lease the Premises to a Substitute Grantee for a rental less than the current fair market rental then prevailing for similar space on the Airport;
52. Grantor shall not be obligated to enter into a new lease under terms and conditions that are unacceptable to Grantor under Grantor's then current leasing policies for comparable space on the Airport, or incompatible with the Master Plan, Airport's Minimum Standards, Rules and Regulations, or Federal Grant Obligations; and
53. Grantor shall not be obligated to enter into a lease with any proposed Substitute Grantee that does not have, in Grantor's reasonable opinion, sufficient financial resources to maintain the Premises and operations in a first-class manner and pay all Rent payable pursuant to this Agreement.

All remedies under this Agreement, at law or in equity are cumulative.

**46. FORCE MAJEURE**

No party to this Agreement will be liable for failure to perform hereunder if such failure is the result of Force Majeure, and any time limit for performance expressed in this Agreement will be extended for the period of any delay resulting from any Force Majeure; provided, however, that such delay or nonperformance shall not extend to any payment when due of Base Rent or Additional Rent. "Force Majeure" will mean causes beyond the reasonable control of the obligated party such as, but not limited to, weather conditions, national emergencies, acts of God, pandemic, acts of terrorism, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by utility companies, fire or other casualty, or action of government authorities and will include in

any case delays caused by the other party (including, without limitation, any delay caused by such other party's exercise of its right to approve or disapprove the actions of the obligated party hereunder).

Grantee shall notify Grantor in writing within five (5) business days following any event or occurrence causing the delay and extent of the delay which may be incurred. Failure to timely so notify shall bar Grantee from asserting any claim for that delay.

**47. SUBORDINATION TO GRANTOR'S FEDERAL OBLIGATIONS.**

This agreement shall be subject and subordinate to the provisions of any existing or future agreement between the Board and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that the Board, through its Executive Director, reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the Board and the United States, the Board shall have the unilateral right to modify or terminate this Agreement to ensure the Board's compliance with all such agreements with the United States.

**48. NO BROKER'S COMMISSIONS.**

Grantor and Grantee each represent and warrant to each other that neither of them has dealt with any persons other than each other in connection with this transaction that may result in a claim for a fee or commission for procuring the transaction, and each party shall indemnify the other against any claim for fee or commission by any person based on dealings with the indemnifying party.

**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**WITNESS:**

**GERALD R. FORD INTERNATIONAL  
AIRPORT AUTHORITY**

Margie Wittala

By Tina A. Roth  
ITS CHIEF EXECUTIVE OFFICER/PRESIDENT

**GRANTOR**

**WITNESS:**

**WEST MICHIGAN AVIATION ACADEMY**

Betsy Roth

By Nicole Harper

Its CEO

**GRANTEE**

# EXHIBIT A-1

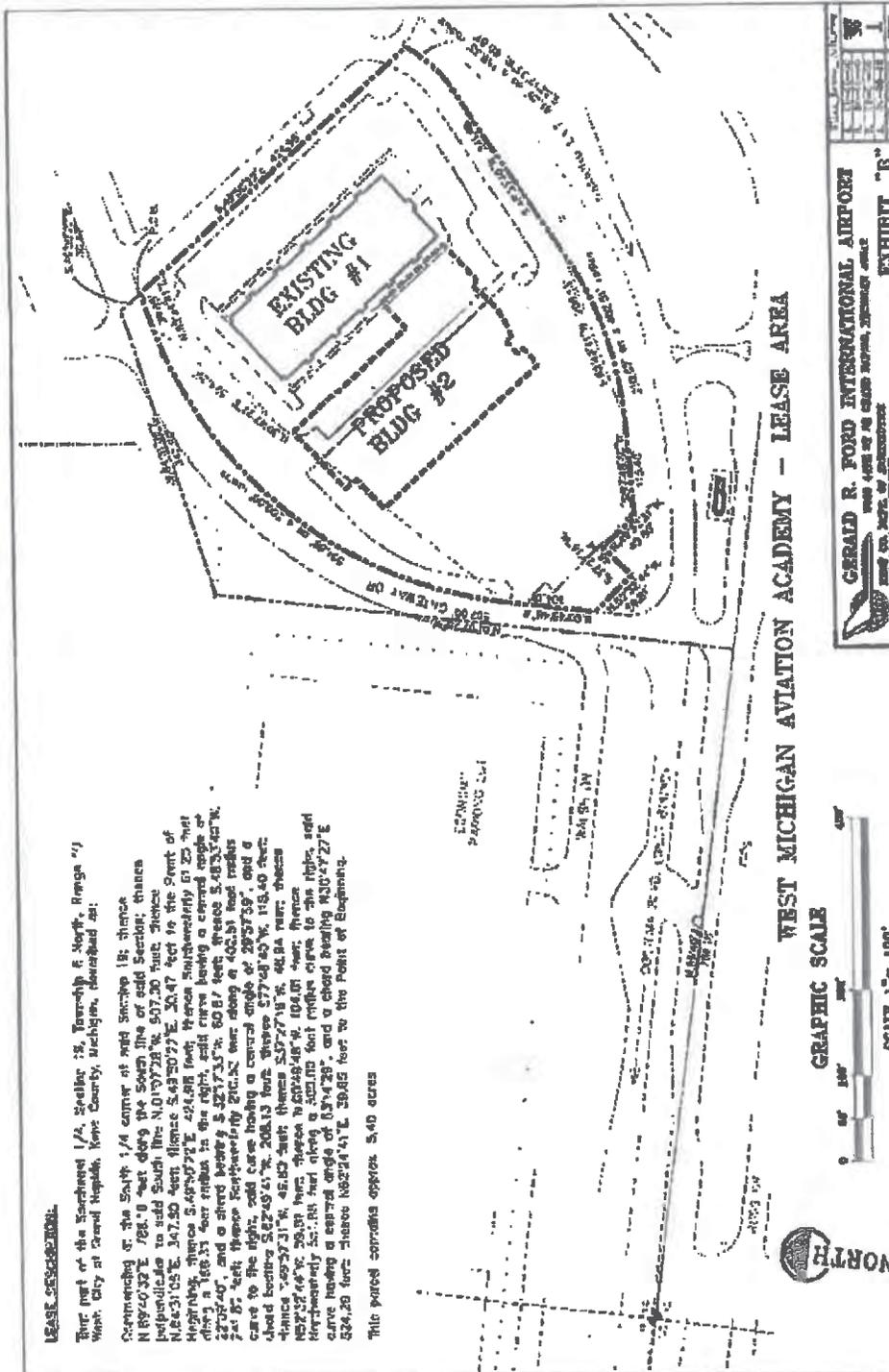
## SCHOOL BUILDING PREMISES

**LEASE DESCRIPTION:**

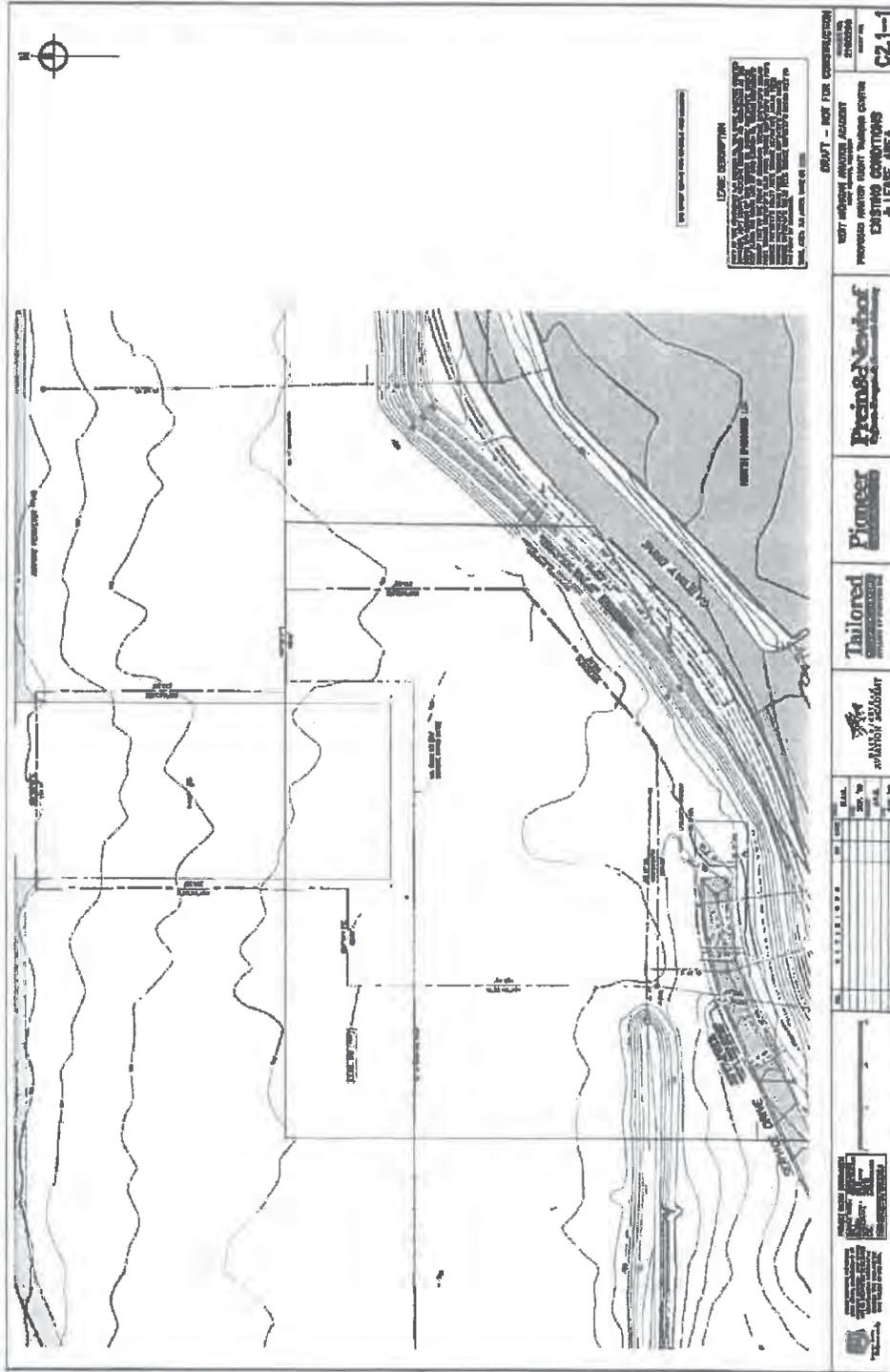
That part of the Southeast 1/4, Section 18, Township 6 North, Range 41 West, City of Grand Rapids, Kent County, Michigan, hereinafter as:

Containing or the South 1/4 corner of said Section 18; thence N 89°40'37" E 788.0 feet along the South line of said Section; thence perpendicular to said South line N 01°07'28" E 507.00 feet; thence N 82°31'05" E 347.80 feet; thence S 43°30'27" E 20.47 feet to the Point of Beginning; thence S 49°52'21" E 494.88 feet; thence southeasterly by 23 feet of curve having a radius of 148.33 feet and a central angle of 27°22'40"; and a third bearing S 27°23'5" E 60.87 feet; thence S 48°33'42" E 24.87 feet; thence southeasterly by 210.52 feet along a 402.51 foot radius curve to the right; said curve having a central angle of 28°57'39"; and a third bearing S 42°49'41" E 208.13 feet; thence S 77°08'45" E 115.40 feet; thence S 69°37'31" E 45.80 feet; thence S 57°27'18" E 40.84 feet; thence N 87°22'44" E 38.88 feet; thence to 650°48'48" W 104.01 feet; thence southeasterly by 52.88 feet along a 300.00 foot radius curve to the right; said curve having a central angle of 0°34'28"; and a third bearing N 30°47'27" E 584.28 feet; thence N 82°24'41" E 39.88 feet to the Point of Beginning.

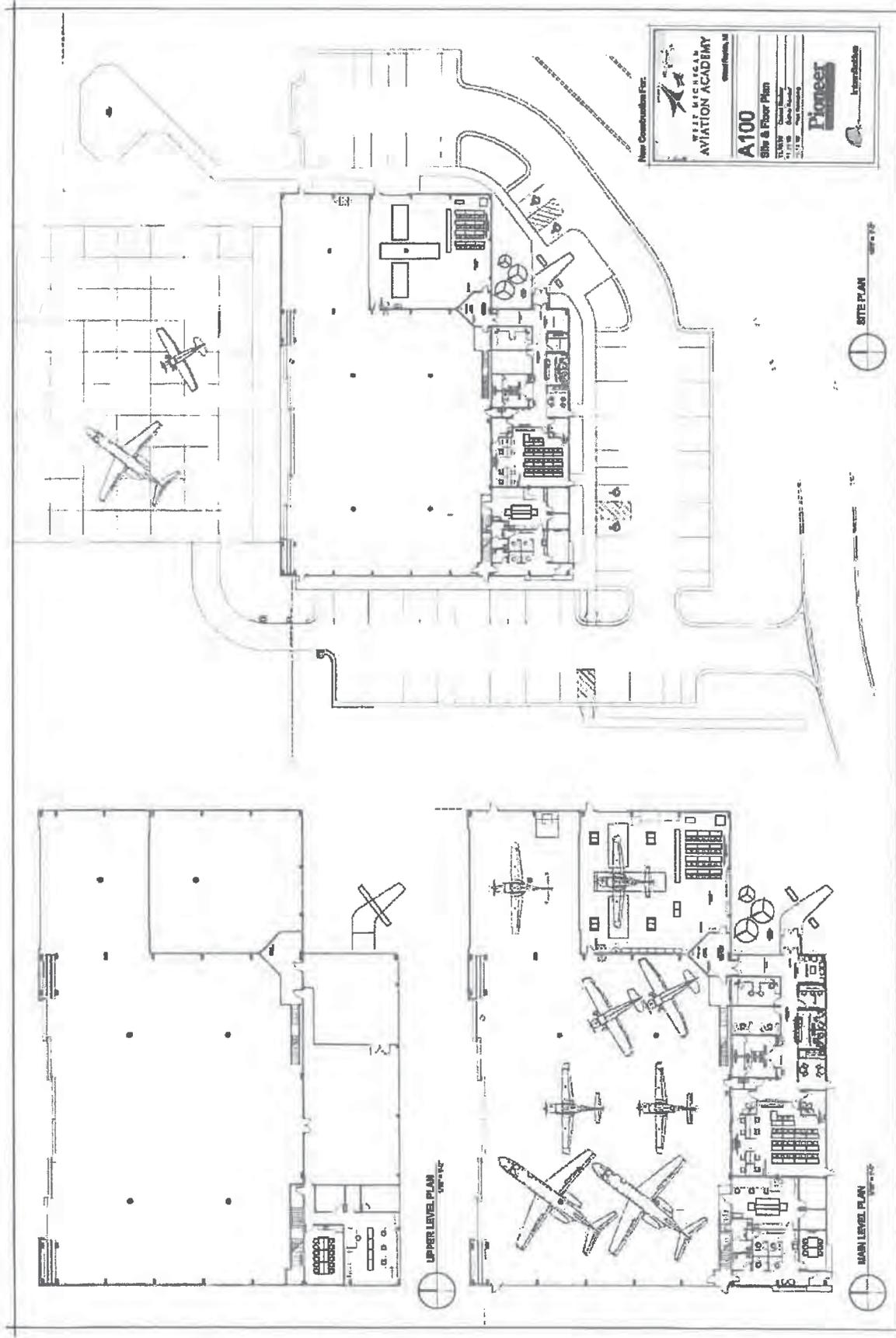
This parcel contains approx. 5.40 acres



# EXHIBIT A-2 AERONAUTICAL PREMISES



**EXHIBIT B**  
**INITIAL CAPITAL IMPROVEMENTS**



West Michigan  
AVIATION ACADEMY

New Construction For:

**A100**  
Site & Floor Plan

12,439 sq. ft. Hangar  
1,218 sq. ft. Office Building  
1,218 sq. ft. Shop Building

**Pioneer**  
Architectural

1234567890

UPPER LEVEL PLAN  
12/12/12

MAIN LEVEL PLAN  
12/12/12

SITE PLAN  
12/12/12

**NOT FOR CONSTRUCTION**

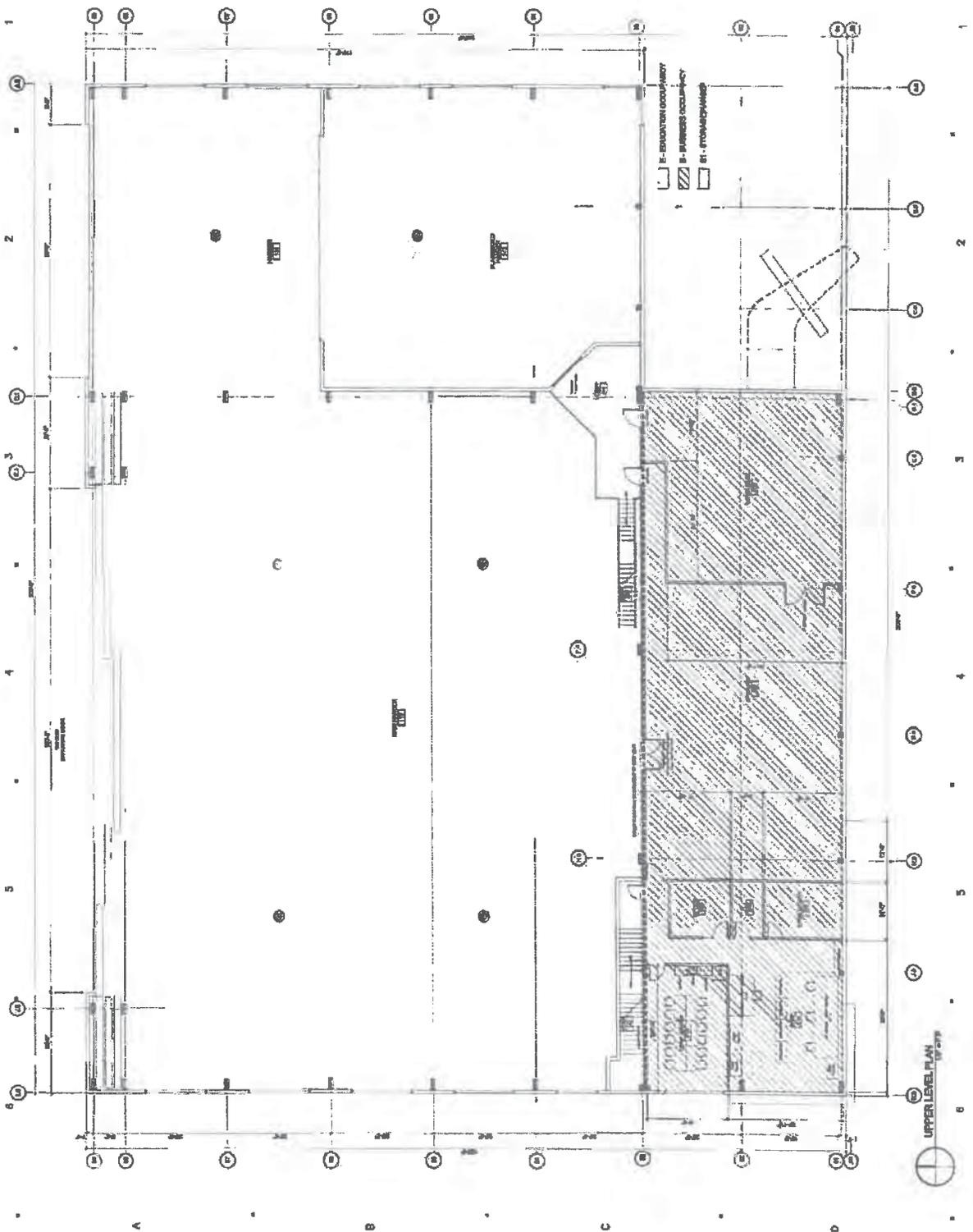
**A102**  
Upper Level Plan

**Information**  
Project Name: **Pioneer Tailored**  
Client: **Premier3Newtrac**

**AVIATION ACADREMY**  
Grand Rapids, Michigan

**Legend**

- 1. ROOM NO.
- 2. ROOM NAME
- 3. ROOM TYPE
- 4. ROOM AREA
- 5. ROOM PERIMETER
- 6. ROOM FINISHES
- 7. ROOM ELEVATION
- 8. ROOM HEIGHT
- 9. ROOM VOLUME
- 10. ROOM COMMENTS





**Pioneer Aviation Academy**  
 10000 Pioneer Blvd  
 Dearborn, Michigan 48124  
 (313) 241-1000

Project Location:  
**AVIATION ACADEMY**  
 Dearborn, Michigan

Project Name:  
**Pioneer**  
**Tailored**  
 Construction

Client:  
 Pioneer Aviation Academy

Architect:  
 [Faint text]

Contract No.:

Revision:

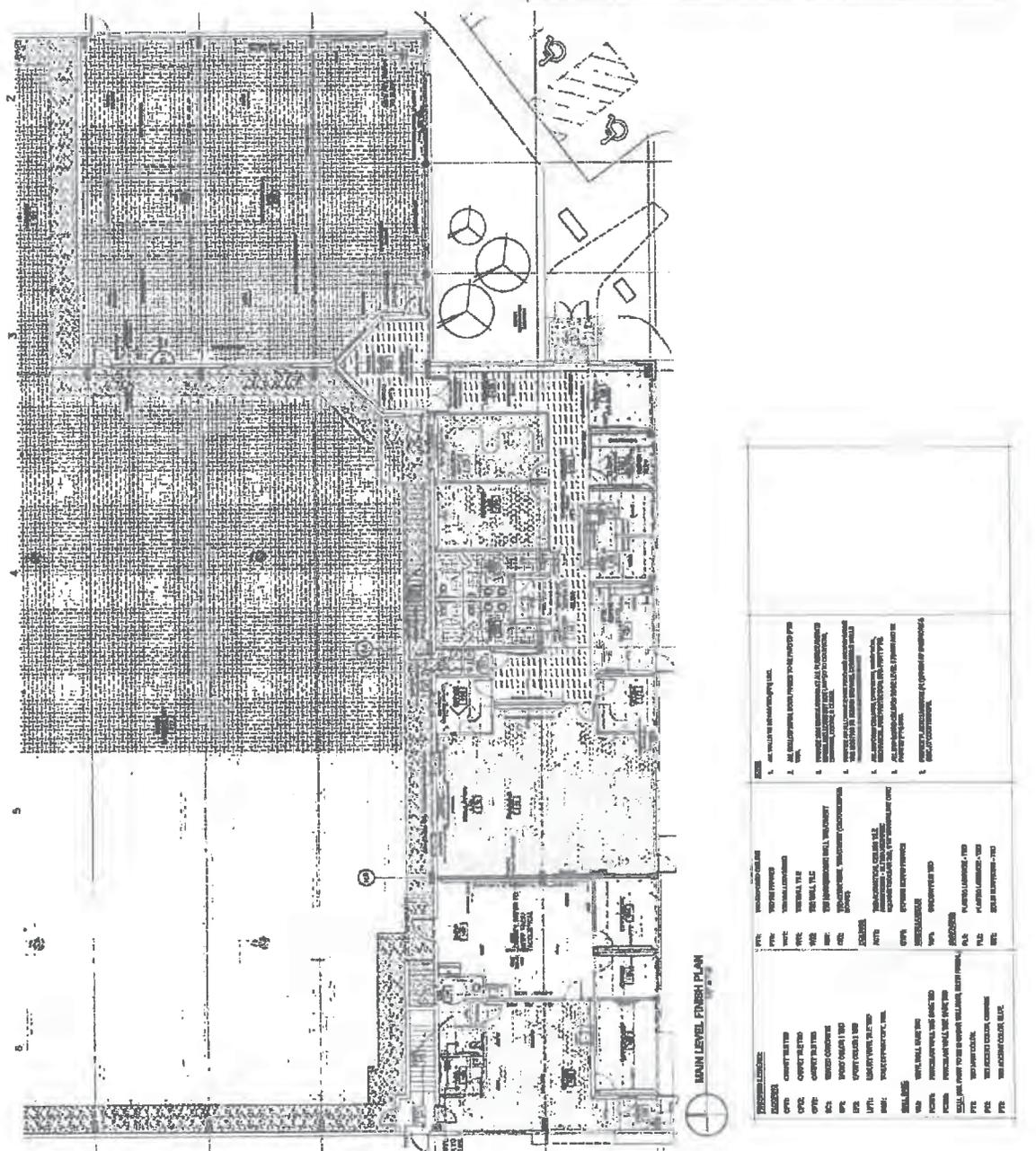
**LEGEND**

NOTES:  
 1. SEE PLAN  
 2. SEE PLAN

FINISHES:

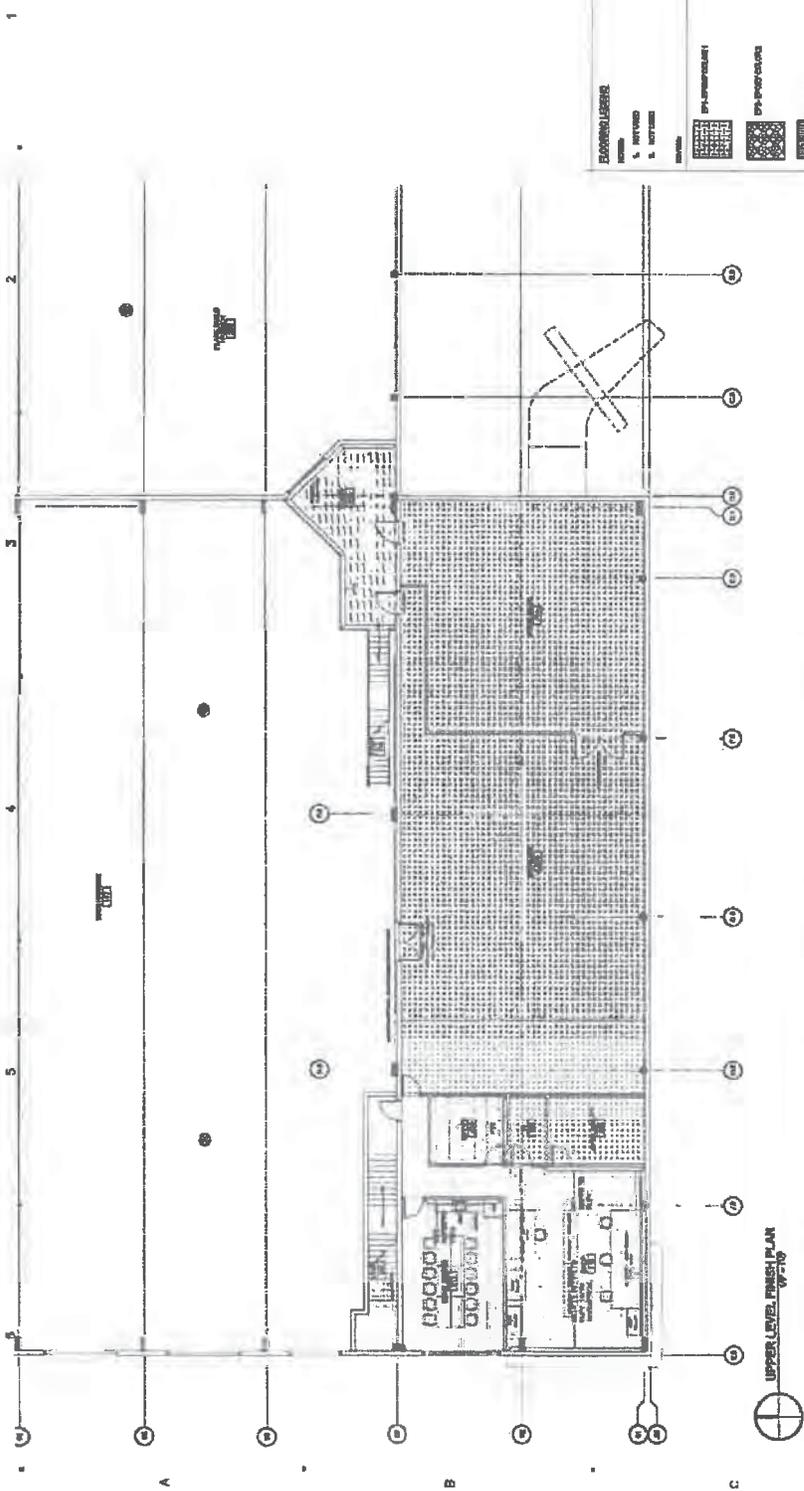
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**NOT FOR CONSTRUCTION**



**MAIN LEVEL FINISH PLAN**

FINISH	DESCRIPTION	NOTES
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200	CONCRETE FLOOR	SEE PLAN



UPPER LEVEL FINISH PLAN  
07/10

**THORNTON TOMASETTI**  
Architects

1000 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Tel: 202-637-7000  
www.thorntontomasetti.com

Client: **WEST VIRGINIA AVIATION ACADEMY**  
Charles E. Hays, Director

Project Name:  
**Pioneer Construction**  
**Tailored**  
Pretul&Newhof

**NOT FOR CONSTRUCTION**

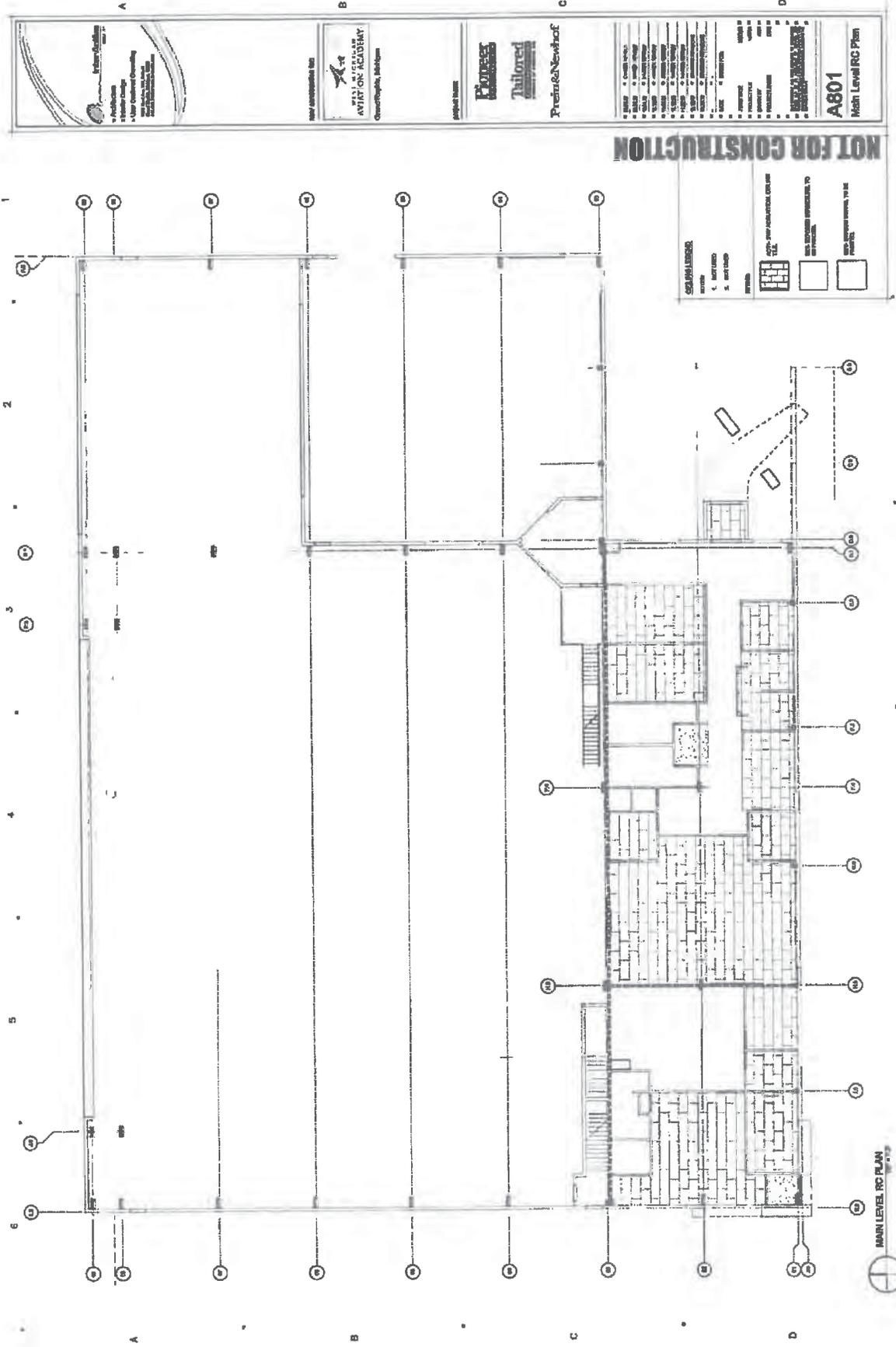
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**A105**  
Upper Level  
Finish Plan

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**NOT FOR CONSTRUCTION**

		<b>PROJECT NAME:</b> <b>W.P. CAREY FOUNDATION ACADEMY</b> Charlevoix, Michigan
<b>DATE:</b> 08/14/2014 <b>SCALE:</b> 1/8" = 1'-0" <b>PROJECT NO.:</b> 14-001 <b>PROJECT NAME:</b> W.P. CAREY FOUNDATION ACADEMY <b>PROJECT LOCATION:</b> Charlevoix, Michigan <b>PROJECT OWNER:</b> W.P. CAREY FOUNDATION <b>PROJECT ARCHITECT:</b> PREIN & NEWKOF <b>PROJECT ENGINEER:</b> PREIN & NEWKOF		<b>PROJECT NO.:</b> 14-001 <b>PROJECT NAME:</b> W.P. CAREY FOUNDATION ACADEMY <b>PROJECT LOCATION:</b> Charlevoix, Michigan <b>PROJECT OWNER:</b> W.P. CAREY FOUNDATION <b>PROJECT ARCHITECT:</b> PREIN & NEWKOF <b>PROJECT ENGINEER:</b> PREIN & NEWKOF

**CONCRETE**

1. REINFORCED  
 2. UNREINFORCED  
 3. CAST-IN-PLACE  
 4. PRECAST/PRECAST/PRECAST

**FORMS**

1. FORMWORK  
 2. SHUTTLING  
 3. BRACING

**REINFORCEMENT**

1. REINFORCING BARS  
 2. WELDED WIRE FABRIC  
 3. PRECAST/PRECAST/PRECAST

**NOTES**

1. SEE NOTES TO BE  
 2. SEE NOTES TO BE  
 3. SEE NOTES TO BE

MAIN LEVEL RC PLAN



# CERTIFICATE OF USE AND OCCUPANCY

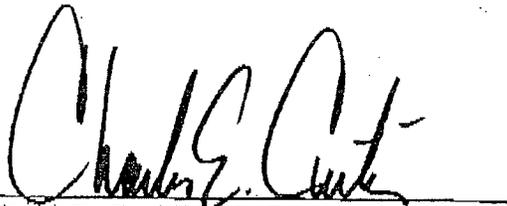
## PERMANENT

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes/Building Division  
P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317

Building Permit No. B036468  
West Michigan Aviation Academy  
5363 44<sup>th</sup> Street SE  
Grand Rapids, Michigan  
Kent County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

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



Todd Y. Cordill, NCARB

Chief

Charles E. Curtis, Assistant Chief  
Building Division

July 23, 2015