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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

**BYRON CENTER CHARTER SCHOOL
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

BYRON CENTER CHARTER SCHOOL

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2025**

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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 Byron Center Charter School (the “Academy”), to be effective July 1, 2025, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through 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 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

- b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in 34 CFR 99.3.

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

- a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Byron Center Charter School
Attn: Board President
9930 Burlingame Ave SW
Byron Center, MI 49315

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2025, and shall remain in full force and effect for five (5) years until June 30, 2030, unless sooner revoked or terminated according to the terms hereof.

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

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

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

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


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Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

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

BYRON CENTER CHARTER SCHOOL

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 FEBRUARY 21, 2025:

Reauthorization of 6a Charter Contract – Byron Center Charter School
(formerly The Learning Center Academy), Byron Center (5 years)

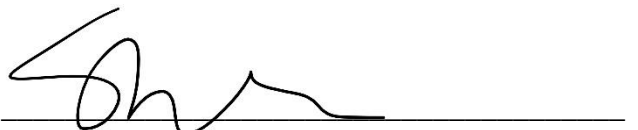
WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 26, 1996, initially authorized the issuance of a contract to charter Byron Center Charter School (the “Academy”); and authorized the reissuance of the contract to charter the Academy at its meeting on June 18, 2001, and again on February 29, 2008, and February 7, 2020; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2025, and ending June 30, 2030;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 28th day of February 2025.



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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 7, 2020:

Reauthorization of 6a Charter Contract – Byron Center Charter School
(formerly The Learning Center Academy), Byron Center (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 26, 1996, initially authorized the issuance of a contract to charter Byron Center Charter School (the “Academy”); and authorized the reissuance of a contract to charter the Academy at its meeting on June 18, 2001, and again on February 29, 2008; and

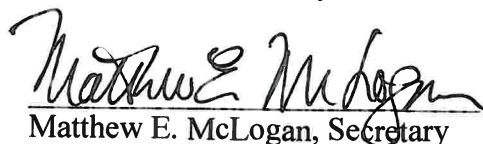
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as an urban high school academy to the Academy for a five (5) year term beginning July 1, 2020, and ending June 30, 2025;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 13th day of February 2020.



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



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

Method of Selection and Appointment of Academy Board Members:

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

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

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

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

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

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

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

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

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

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

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

* See attached page for board member names and terms

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

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

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

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



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

Byron Center Charter Schools

Current Board Members:

- David Selmon. Term expires June 30, 2021
- Racheal Brooker. Term expires June 30, 2019
- Pamela J. Anderson. Term expires June 30, 2021
- Randy Root. Term expires June 30, 2019

Founding Board Members:

- James Bailey
- George Burns
- Mark Dixson
- Randall LeFebre
- Tamara Ann Morse



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 8, 2013:

Reauthorization of 6a Charter Contract – Byron Center Charter School
(formerly The Learning Center Academy), Byron Center (7 years)

The following resolution is proposed:

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996, initially authorized the issuance of a contract to charter The Learning Center Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy (under the name Byron Center Charter School) at its meetings on June 18, 2001, and February 29, 2008; and

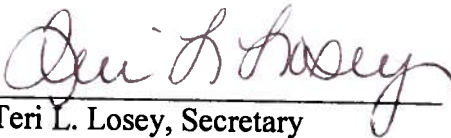
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2013 and ending June 30, 2020;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 12th day of February 2013.


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



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

08-1-13 (13) Charter Schools Report

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

Byron Center Charter School (formerly The Learning Center Academy),
Byron Center (5 year)


WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996 initially authorized the issuance of a contract to charter a public school academy to Byron Center Charter School (the "Academy") and on June 18, 2001 the contract was reauthorized with an effective date of June 18, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 30, 2008.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract;
5. The present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy.

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2008 and ending June 30, 2013.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy for a five (5) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 9th day of April, 2008.


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



GRAND VALLEY
STATE UNIVERSITY

1 CAMPUS DRIVE • ALLENDALE, MICHIGAN 49104-9403 • 616/895-6611

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JUNE 18, 2001:

01-4-12 (12) Charter Schools Report

The Learning Center Academy

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

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996, authorized the issuance of a contract to charter a public school academy to the Learning Center Academy (the "Academy"). On June 17, 1996, the contract was executed.

NOW, THEREFORE, BE IT RESOLVED:

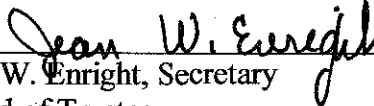
1. The initial Board of Directors of the Learning Center Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 17, 2001.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Learning Center Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of the Learning Center Academy, as set forth below, has requested the reissuance of a contract to charter as a public school academy with either a fixed seven (7) year term limit or a one (1) year term limit that renews automatically:

Gregory B. Ayers	3 year term expires October 2001
Keith M. Brouillette	3 year term expires May 2003
Amy L. Koorndyk	3 year term expires May 2003
Randy LeFebre	3 year term expires October 2002
Roger Martin	3 year term expires May 2003
Tammie McSpadden	3 year term expires October 2001
Ronn Patterson	3 year term expires May 2003

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Learning Center Academy with either a fixed seven (7) year term limit or a one (1) year term limit that renews automatically.

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 17th day of September, 2001.



Jean W. Enright, 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	(FOR BUREAU USE ONLY)
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FEB 14 2020

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

TranInfo:1 24098085-1 02/12/20
 Chk#: 12763 Amt: \$10.00
 ID: 800833200

Name
 Byron Center Charter School

Address
 9930 Burlingame Ave. SW

City	State	Zip Code
Byron Center	MI	49315

FILED

FEB 20 2020

EFFECTIVE DATE: ADMINISTRATOR
CORPORATIONS DIVISION

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

800833200

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

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

1. The present name of the corporation is: Byron Center Charter School.
2. The identification number assigned by the Bureau is: 800833200.
3. All former names of the corporation are: The Learning Center Academy.
4. The date of filing the original Articles of Incorporation was: June 5, 1996.

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

ARTICLE I

The name of the corporation is: Byron Center Charter School.

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

ARTICLE II

The purposes for which the corporation is organized are:

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

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. The corporation is to be financed under the following general plan:
 - 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.
3. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The name of the resident agent is Jill Ayers.
2. The address of the registered office is: 9930 Burlingame Ave. SW, Byron Center, MI 49315.
3. The mailing address of the registered office is the same.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

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

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

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

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

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

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

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office

- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

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

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

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

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

- (i) The amount of a financial benefit received by a director or volunteer officer to which he

or she is not entitled.

- (ii) Intentional infliction of harm on the corporation, its shareholders, or members.
- (iii) A violation of Section 551 of the Michigan Nonprofit Corporation Act;
- (iv) An intentional criminal act.
- (v) A liability imposed under section 497(a).

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

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

ARTICLE 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.

The Restated Articles of Incorporation were duly adopted by a majority vote of the Board of Directors at a duly noticed meeting held on the 14th day of January, 2020, in accordance with the provisions of section 641 of the Act. The necessary number of votes were cast in favor of these Restated Articles of Incorporation. They shall become effective upon filing.

Signed this 14th day of January, 2020

By:

A handwritten signature in black ink, appearing to read "Racheal Brooker", written over a horizontal line.

Racheal Brooker, Board President

CONTRACT SCHEDULE 3

BY LAWS

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BYLAWS

OF

(NAME)

ARTICLE I

NAME

This organization shall be called Byron Center Charter School (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. Principle 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 may be the same as the principle office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

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

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

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

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

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

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

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

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

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

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

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

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

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

Section 4. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

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

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

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

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

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of

the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall

preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another corporation and owned

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

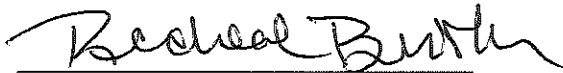
ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and 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 14th day of January 2020.



Racheal Brooker, Board President

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 Byron Center Charter School ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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


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

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

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

Acknowledgment of Receipt

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

BY: 

David Boyne, Director
State Finance Division
Michigan Department of Treasury

Date: March 20, 2025

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS



Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2025 – June 30, 2026

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2025-2026 School Calendar/School Day Schedule.	CSO
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2025-2026.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2025-2026.	CSO
July 1	Budgeted Enrollment Number for 2025-2026.	CSO
July 15	Alternative Education Data Collection – final data for 24-25 school year, if applicable.	CSO
August 1	Annual Designations – Board Resolutions for appointment of Freedom of Information Act Coordinator, Legal Counsel, School Safety Liaison, and Chief Administrative Officer for 2025-2026.	CSO
August 18	Authorizer Report: ESPs and Owner of Academy Property.	
August 28	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
August 28	Hylant Insurance Policy Submission.	CSO
September 5	GVSU Check Directions (Where do we send checks for the 25-26 FY?)	CSO
September 5	Board approved Student Handbook 2025-2026.	CSO
September 5	Board adopted Employee Handbook 2025-2026.	CSO
September 5	Copy of School Improvement Plan covering 2025-2026 academic year.	CSO
September 5	School Contacts Update Certification.	CSO
September 12	Updated Waitlist Number for 2025-2026.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2025.	CSO
October 3	Unofficial Count Day Submission.	CSO
October 10	National Student Clearinghouse information-high schools only (see Epicenter task).	CSO
November 1	New Task: Per Public Act 214 of 2024 certification; list average salaries for new teachers, veteran teachers, and support staff on the academy website.	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2025. (See MDE Website, https://www.michigan.gov/mde , for MDE due date).	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2025, if issued. If a	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	
November 1	Annual A-133 Single Audit for year ending June 30, 2025, is required if over \$750K in federal funds were expended. If a single audit is not necessary, a letter stating as such is required to be submitted.	CSO
November 3	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
November 17	Alternative Education Data Collection, if applicable.	CSO
December 1	Transparency Page Update Certification.	CSO
January 9	Staff Roster (GVSU Format).	CSO
January 9	School Contacts Update Certification.	CSO
January 9	Emergency Operations Plan.	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 13	Annual Education Report. The deadline changes for this each year. Please be sure to check mischooldata.org for the updated templates or find them in the Epicenter Task.	CSO
April 13	Ensuring Access to Federal Funds-Significant Expansion Notice	CSO
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2026-2027.	CSO
May 15	Offered Seat Schedule per Grade for 2026-2027.	CSO
May 15	Waitlist for 2026-2027.	CSO
June 2	Certificate of Boiler Inspection covering 2025-2026.	CSO
June 2	NWEA Counts for next academic year.	CSO
June 12	Copy of Notice of Public Hearing for Annual Operating Budget for 2026-2027. Must be published in newspaper of general circulation for at least 6 days before the hearing.	CSO
June 26	2025-2026 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 26	Board adopted Letter of Engagement for year ending June 30, 2026, for an independent financial audit.	CSO
June 26	2024-2025 Annual Operating Budget – Final Amendment	CSO
June 26	Food service license expiring in 2026.	CSO
June 26	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO
June 26	Total number of graduates (High Schools Only).	CSO

Ongoing Reporting Requirements

July 1, 2025 – June 30, 2026

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. <i>Meeting schedule should be available on academy website.</i>	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>	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. <i>Minutes should be available on academy website.</i>	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2025-2026 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
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.	CSO
10 days of receipt	Correspondence received from the Michigan Department/State Board of Education and the Intermediate School District requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements

July 1, 2025 – June 30, 2026

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 https://www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups.	CSO
REQUIRED BOARD POLICIES <i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>	SUBMIT TO:
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308b	CSO
Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

Calendar of Additional Reporting Requirements and Critical Dates
July 1, 2025 – June 30, 2026

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July	2024-2025 31a Funds Report Due.	NexSys
July/August	Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May).	NexSys
1 st Wednesday of October	Student Count Day for State Aid FTE (90% of state funding).	No submission required.
September	SE-4094 Special Education Transportation Report from 2024-25 (Contact ISD for due date).	FID
September	SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).	FID
September	*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.	Catamaran
September	Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).	NexSys
September	Certification of Constitutionally Protected Prayer.	NexSys
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.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 1	Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.	FID
November	Deadline for MSDS FTE Count Certification.	CEPI
December 1	Registry of Educational Personnel (REP) Fall Submission.	REP
November/ December	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 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
January	Special Education Excess Cost Report (Contact ISD for due date).	Catamaran
February 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.
2 nd Wednesday of February	Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).	MDE
March	Deadline for MSDS FTE Count Certification.	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran
March 1 – March 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/completion of corrective actions as required.	Catamaran
June	Final year-end certification due (MSDS).	ISD, CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)
June 30	Registry of Educational Personnel (REP) Submission.	REP

*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”

Final 5/9/25

CLIENT SERVICES AGREEMENT

This AGREEMENT is signed this 16th day of June, 2025 and is effective July 1, 2025 by and between Byron Center Charter School (Academy) whose address is 9930 Burlingame Ave SW Byron Center, MI 49315, and Charter HR Educational Services, LLC, a Michigan limited liability company located at 528 4th Street NW, Grand Rapids, MI 49504 (hereinafter "Charter HR Educational Services, LLC").

RECITALS

- A) The Academy is a Michigan public school academy organized to provide public school instruction pursuant to a contract, ("Contract"), issued by the Grand Valley State University ("Authorizer").
- B) The Academy operates a public-school academy under the direction of the Academy's Board of Directors ("Board").
- C) Charter HR Educational Services, LLC is a Michigan corporation with its offices at 528 4th Street NW, Grand Rapids, MI 49504.
- D) Charter HR Educational Services, LLC offers to Michigan public school academies employee administration and human resource management services including, but not limited to, staff employment, payroll, benefit administration, staff management and other similar services.
- E) The Academy desires to engage Charter HR Educational Services, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, the Academy hereby contracts with Charter HR Educational Services, LLC, to the extent permitted by law, specified functions relating to the educational, human resource administration and staff management services.

THEREFORE, the parties agree as follows:

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

Administrator”). The Chief Administrator assigned to the Academy at the commencement of this Agreement shall be John Krajewski. Charter HR Educational Services, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Employee Agreements and Compensation. Charter HR Educational Services, LLC shall have the exclusive right to set all terms and conditions of such employment, which shall be established in a written employment agreement between Charter HR Educational Services, LLC, and each employee. Charter HR Educational Services, LLC agrees that employment agreements with its staff assigned to the Academy (including by way of example and not limitation, administrators, teachers, counselors and the like) shall not contain non-compete agreements of any nature. Compensation for the Covered Employees including, but not limited to, health care and retirement benefits, shall be established by the Academy Board of Directors through its budget and implemented by Charter HR Educational Services, LLC. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to the Academy by Charter HR Educational Services, LLC, will be provided to the Board by Charter HR Educational Services, LLC upon request.

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

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

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

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

g) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by Charter HR Educational Services, LLC. Charter HR Educational Services, LLC will provide all such policies and procedures to the Academy upon request.

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

i) At-Will Employment Relationship. Charter HR Educational Services, LLC, through the Chief Administrator, has the exclusive right to select staff for employment and to terminate with or without cause any employee with advance written notice to the Chief Administrator and Board. Before selecting a new Chief Administrator, the Academy shall be given an opportunity to interview the candidate and to consent to the placement of the candidate at the Academy.

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

k) Hiring, Evaluating, Supervising, Disciplining and Firing. Charter HR Educational Services, LLC, through the Chief Administrator, shall have responsibility for the hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the Academy's approved budget. Charter HR Educational Services, LLC shall consult with the Chief Administrator concerning any hiring, evaluating, disciplining, and firing before formal action is taken. The Academy's Board will have input on the selection and evaluation of the Chief Administrator.

l) Charter HR Educational Services, LLC may, at its sole discretion, engage Axios HR, LLC, as a third-party vendor/co-employer to perform certain human resources functions or payroll services, in connection with this Agreement. Notwithstanding any such Charter HR Educational Services, LLC, remains fully responsible for, and will not be relieved of, any of its obligations or liabilities under this

Agreement. The use of a third-party vendor will not diminish, limit, or otherwise affect Charter HR Educational Services, LLC duties to fulfill all terms and conditions of this Agreement.

m) On-site Supervision and implementation of Educational Program. Charter HR Educational Services, LLC is responsible for on-site employee supervision for Covered Employees through the Chief Administrator located at the physical location of the Academy. The Chief Administrator is responsible for onsite supervision of staff provided or employed by other staffing providers that may be retained by the Board at the Academy from time-to-time. The Chief Administrator will supervise the overall operation of the Academy and keep the Board informed of employment, educational, operations, and other related matters at the school. The Chief Administrator shall be an employee of Charter HR Educational Services, LLC and shall assist Charter HR Educational Services LLC with its administrative and personnel responsibilities on the Academy's premises.

The Board retains the responsibility for determining the fiscal and academic policies that will govern the operation of the Academy. Under the policy direction of the Board, Charter HR Educational Services, LLC through the Chief Administrator shall implement the educational goals and programs set forth in the Contract, and as established by the Board including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. No changes in the educational goals and programs shall be implemented without the prior approval of the Academy's Board and the Authorizer. The Academy Board is responsible for the monitoring of academic outcomes pursuant to its Charter Contract. The Academy's Board shall notify Charter HR Educational Services, LLC of any dissatisfaction with these services. Charter HR Educational Services, LLC shall make good faith reasonable efforts to act in the best interests of the Academy with regard to the Academy's policies and procedures. Charter HR Educational Services, LLC shall ensure that the Chief Administrator follows all appropriate guidelines concerning Charter HR Educational Services, LLC's oversight of Covered Employees and complies with all Charter HR Educational Services, LLC directives dealing with its responsibilities under this Agreement.

2. Charter HR Educational Services, LLC Requirements.

a) Compliance with Applicable Criteria. Charter HR Educational Services, LLC assumes sole responsibility for assuring that all services set forth in

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

b) Compliance with Applicable Law. Charter HR Educational Services, LLC shall comply with all applicable federal, state and local employment laws.

c) Compliance with Authorizer ESP policies. Charter HR Educational Services, LLC will be responsible for complying with Authorizer ESP policies as applicable to the services rendered under this Agreement. Charter HR Educational Services, LLC will be responsible for supplying only information that they have in their possession in regard to the Services included in this Agreement.

d) Compliance with the Academy's Charter Contract. Charter HR Educational Services, LLC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the Authorizer. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

e) Compliance with Section 503c. On an annual basis, Charter HR Educational Services, LLC agrees to provide the 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 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.

f) Compliance with Section 11.23 of Contract Terms and Conditions. Charter HR Educational Services, LLC 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 Board in order to enable the Academy to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.

g) Records. Charter HR Educational Services, LLC, through the Chief Administrator, shall maintain actual time records and verify the accuracy of all wage hour information provided to Charter HR Educational Services, LLC at the end of each pay period. Charter HR Educational Services, LLC shall supply all wage and salary reports to the Academy at the end of each pay period. The Academy shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above but shall reimburse Charter HR Educational Services, LLC for all such wages, salaries or other compensation, including employee benefits, to Covered Employees pursuant to Section 5b below.

3. The Academy's Requirements. The Academy shall provide and be responsible for the following:

a) Personnel Requirements. Advise Charter HR Educational Services, LLC, through the Chief Administrator, of the teachers, instructors, and administrators required by the Academy, consistent with its approved budget, to perform its mission. The Academy shall be responsible for procuring any required personal training and development. The Academy remains primarily responsible for staff recruitment and may retain vendors to assist in the recruitment and placement process.

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

c) Financial Reports. Prepare all annual budgets and all required financial reports for the Academy in accordance with the relevant provisions of the Uniform Budgeting and Account Act MCL 141.421, et seq. The Board is responsible for establishing, approving, and amending the annual budget in accordance with applicable law. Additionally, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget.

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

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

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

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

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

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

i) Audit. The Academy shall select and retain its independent auditor to perform the annual financial audit in accordance with the Charter Contract and applicable state law. The Academy retains full responsibility for overseeing and assisting the auditor in completing the audit.

j). Building Facility. The Academy's Board is responsible for the acquisition, management and maintenance of building facilities that comply with all of the requirements of the Contract and applicable law. The Covered Employees may assist in the fulfillment of these objectives.

k). Curriculum. The Academy is responsible for developing and providing Charter HR Educational Services, LLC with an approved curriculum to implement in the educational program.

l) Funding. The Academy shall direct and authorize Charter HR Educational Services, LLC on which federal, state, or local funding grants or applications that Charter HR Educational Services should apply for on behalf of the Academy. The Academy is responsible for any direct costs associated with applying for such grants or applications.

m) Oversight. Notwithstanding any other provision in this Agreement to the contrary, the Board is responsible for the supervision, governance and oversight of the Academy. Nothing in this Agreement shall be construed as delegating to Charter HR Educational Services, LLC any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

4. Term of Agreement. This Agreement shall commence on July 1, 2025 through June 30, 2026. If the Academy and/or Charter HR Educational Services, LLC becomes obligated for MPERS or an unexpected fee or tax is instituted (e.g. State service tax fee), either party may terminate this Agreement at any time upon providing ninety (90) days' notice to the other party. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The term of this Agreement shall not exceed the length of the Contract. If

the Authorizer decides to exercise its prerogative under MCL 380.507(7) and/or the Contract to reconstitute the Academy by requiring termination or amendment of the Agreement, the parties agree that such termination or amendment shall be accomplished as required by the Authorizer, that there shall be no cost or penalty to the Academy, and that there is no recourse to the Authorizer or any third party affiliated with or engaged by the Authorizer, by Charter HR Educational Services, LLC or any subcontracted person or entity of Charter HR Educational Services, LLC.

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

a) Service Fee. A Service Fee shall be charged to the Academy for all Covered Employees assigned to the Academy equal to .034 (3.4%) of gross payroll per employee per payroll ("Service Fee"). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due 48 hours prior to payday of the pay period with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee will increase automatically on the anniversary date by 3% annually through the length of the term. Subject to Paragraph 41 of this Agreement, the Service Fee may also be adjusted through an addendum to this Agreement if the parties agree, in writing, to modify the services provided by Charter HR Educational Services, LLC.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement. All benefits provided under Paragraph 1 d) and 1 e) will be billed to the Academy on a pay period basis. Charter HR Educational Services, LLC will provide written notice within five (5) business days of receiving notice of an increase to any of the costs other than the Service Fee costs and include said increase as of the effective date of the increase. However, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. The Academy, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective ninety (90) days after the date of cost increase.

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

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

8. Insurance. Charter HR Educational Services, LLC and the Academy shall maintain such policies of insurance as required by the Contract, the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and applicable law. Charter HR Educational Services, LLC's insurance is separate from and in addition to the insurance the Board is required to obtain under the Charter. Each party shall, upon request, present evidence to the other and the Authorizer that it maintains the requisite insurance in compliance with the provisions of this Paragraph. In the event that the Authorizer or M.U.S.I.C. requests any change in coverage by Charter HR Educational Services, LLC, Charter HR Educational Services, LLC 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 is provided to Charter HR Educational Services, LLC and the Academy. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable. The Academy will be billed in September of each year the cost for Charter HR Educational Services, LLC's costs for procuring M.U.S.I.C. insurance that are directly attributable to the Academy in one lump sum, billed as a separate line item on one of the September invoices.

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

10. Termination of Agreement.

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

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

b) By Academy. The Academy may terminate this Agreement prior to the end of the term specified in Paragraph 4 in the event that Charter HR Educational Services, LLC shall fail to remedy a material breach within sixty (60) days after notice

from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within sixty (60) days, then the cure period shall be extended for an additional thirty (30) days if Charter HR Educational Services, LLC proceeds to cure with reasonable dispatch. Notwithstanding the above, the notice requirement for breach by reason of 10.b.(i) or (vi) below is thirty (30) days. Material breach includes, but is not limited to:

- i) Charter HR Educational Services, LLC's failure to account for its expenditures or to pay its obligations as specifically noted in this agreement (provided funds are available to do so);
- ii) Failure of Charter HR Educational Services, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board and communicated to Charter HR Educational Services, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law;
- iii) Receipt by the Board of unsatisfactory reports from Charter HR Educational Services, LLC or from an educational consultant retained by the Board about matters concerning Charter HR Educational Services, LLC's performance or the performance of the staff which are not reasonably corrected or explained;
- iv) Charter HR Educational Services, LLC's failure to abide by all applicable laws in its administration of this Agreement;
- v) Charter HR Educational Services, LLC files for bankruptcy or becomes insolvent;
- vi) Charter HR Educational Services, LLC discontinues operations;
- vii) Charter HR Educational Services, LLC meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act; or
- viii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows the Academy to terminate this Agreement.

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

d) The Academy has the right to terminate the Agreement without prior notice if the Authorizer threatens to terminate the Contract unless this Agreement is not terminated.

e) If the Contract issued by Authorizer is suspended, reconstituted, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is suspended, reconstituted, revoked, terminated or expires without further action of the parties.

f) Amendment Caused By 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 Michigan Department of Education 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 the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Charter HR Educational Services, LLC shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution."

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

11. Indemnification.

a) Charter HR Educational Services, LLC. Charter HR Educational Services, LLC shall indemnify and hold the Authorizer and the Academy, including its officers, directors, and agents, harmless from any and all third-party claims, actions, damages, expenses, losses or awards, including employment related claims by Charter HR Educational Services, LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of (i) the negligence or intentional misconduct of Charter HR

Educational Services, LLC, (ii) any action taken or not taken by Charter HR Educational Services, LLC, or (iii) any noncompliance or breach by Charter HR Educational Services, LLC of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement made at the sole direction of Charter HR Educational Services, LLC. This indemnification shall include any failure on the part of Charter HR Educational Services, LLC that results in violations of federal, state and local laws and regulations. Charter HR Educational Services, LLC shall not be responsible to indemnify the Academy for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy and shall be not less than \$1,000,000 per occurrence. As used herein, Charter HR Educational Services, LLC shall include directors, officers, agents and attorneys. Charter HR Educational Services, LLC shall list the Academy as an additional insured on the policies required under this Agreement.

b) Academy. To the extent not prohibited by the Contract or applicable law, the Academy hereby agree to indemnify, defend, and hold Charter HR Educational Services, LLC harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence or intentional misconduct of the Academy Board, (ii) any action taken or not taken by the Board, or (iii) any noncompliance or breach by the Academy of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement made at the sole direction of the Academy. As used herein, the Academy shall include directors, officers and attorneys. This indemnification shall include any failure on the part of the Academy for violations of federal, state and local laws and regulations. The Academy shall not indemnify Charter HR Educational Services, LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of the Academy. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to Charter HR Educational Services, LLC and shall be not less than \$1,000,000 per occurrence. The Academy shall list Charter HR Educational Services, LLC as an additional insured on the policies required by this Agreement. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

c) Indemnification of Authorizer. The parties acknowledge and agree that the Authorizer, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "University") are deemed to be third party beneficiaries for purposes of this Agreement. As third-party beneficiaries, Charter HR Educational Services, LLC hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, 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 approval of the Academy's application, the University Board's consideration of or issuance of a Contract, Charter HR Educational Services, LLC preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by Charter HR Educational Services, LLC, or which arise out of Charter HR Educational Services, LLC failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against Charter HR Educational Services, LLC to enforce its rights as set forth in this section of the Agreement

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

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

If arbitration is requested by either the Academy or Charter HR Educational Services, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will

split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

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

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

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

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

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

The Academy:
Attn: Board President
Pam Anderson
9930 Burlingame Avenue SE
Byron Center, Michigan 49315

Charter HR Educational Services, LLC:
Attn: President
528 4th Street NW
Grand Rapids MI 49504

With a copy to:

Kellie Barcheski
59 Peartree Lane NE
Grand Rapids, MI 49546

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

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

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

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

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

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

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

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

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

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

24. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the Board, except that Charter HR Educational Services, LLC may assign its rights and duties to an entity within the Charter HR Educational Services, LLC organization upon 60 days' written notice to the Board and provided the Board approves said assignment. However this Agreement shall not be assignable without prior notification to, and review by, the Authorizer to ensure compliance with the Contract, applicable law, and Authorizer policies.

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

26. Governmental Immunity. No provision of this Agreement is intended to restrict the Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit Charter HR Educational Services, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law.

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

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

b) Certain Prohibitive Conduct Regarding the Academy Student Records. If Charter HR Educational Services, LLC receives information that is part of an Academy

student's education records, Charter HR Educational Services, LLC shall not sell or otherwise provide the information to any other person except as permitted under the Code.

c) For purposes of paragraphs a) and b) above, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

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

29. Procurement of Equipment, Materials, and Supplies. If Charter HR Educational Services, LLC procures equipment, materials, and supplies at the request of or on behalf of the Academy, Charter HR Educational Services, LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by Charter HR Educational Services, LLC on behalf of or as the agent of the Academy are the property of the Academy. When making a purchase on behalf of or as agent of the Academy, Charter HR Educational Services, LLC shall comply with the Revised School Code including, but not limited to, sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274, as if the Academy were making these purchases directly from a third party supplier or vendor.

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

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

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

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

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

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

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

32. Employment Liability. Charter HR Educational Services, LLC is the sole employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, for the Covered Employees. Charter HR Educational Services, LLC accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker's compensation, unemployment compensation and liability insurance for its Covered Employees assigned to the Academy or working on the Academy operations irrespective of whether Charter HR Educational Services, LLC receives an advancement of its costs or the payment of services from the Academy.

Charter HR Educational Services, LLC shall hold a security deposit from the Academy equivalent to 1.5 full payroll period invoice for all Covered Employees. In event that the Academy does not provide payment of an invoice, Charter HR Educational Services, LLC will use a portion of the security deposit equal to the full invoice for all Covered Employees. The deposit will be held in an interest-bearing account and will be returned to the Academy, including interest, at the termination of services with Charter HR Educational Services, LLC.

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

34. Budget CAO. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Board is responsible for designating the Chief Administrative Officer ("CAO") of the Academy for budgeting purposes. If the Academy employs a superintendent or a person having general administrative control, then the Board may designate that employee as the CAO of the Academy. If the Academy does not employ a superintendent or person having general administrative control, then the Board shall designate a Board member as the CAO of the Academy. No owner, officer, director or employee of Charter HR Educational Services, LLC shall be designated as the CAO of

the Academy, but a Charter HR Educational Services, LLC employee may assist the CAO in carrying out their duties.

35. Signatories. No provision of this Agreement shall alter the Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Board accounts shall solely be Board members or properly designated Board employee(s). Interest income earned on the Academy accounts shall accrue to the Academy.

36. Data Security Breach. Charter HR Educational Services, LLC , through the Chief Administrator, shall promptly report to the Board, as soon as possible or not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or applicable law. Charter HR Educational Services, LLC agrees to follow all applicable the Academy's policies regarding data breaches and take appropriate action, through the Chief Administrative, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

37. Material Breach. Any action or inaction by Charter HR Educational Services, LLC that is not cured within sixty (60) days of notice thereof which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, termination or suspension by the Authorizer is a material breach.

38. Additional Termination Provisions. Termination of this Agreement mid-year is strongly discouraged. The Board and Charter HR Educational Services, LLC agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Board and Charter HR Educational Services, LLC agree to work cooperatively to transition management and operations of the school without disrupting the school's operations.

Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Charter HR Educational Services, LLC shall, without additional charge, as applicable to the services provided by or through this Agreement: (i) close any applicable records on the then-current school fiscal year which includes, but is not limited to, any documentation and records needed for the completion of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the

appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Charter HR Educational Services, LLC to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

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

40. FERPA. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act ("FERPA") to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Board designates Charter HR Educational Services, LLC and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. Charter HR Educational Services, LLC and its employees and subcontractors agree to comply with FERPA and

corresponding regulations applicable to school officials. Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of Charter HR Educational Services, LLC shall be deemed to be an agent of the Academy.

41. Amendment. The Board and Charter HR Educational Services, LLC may not substantially amend this Agreement without notifying the Authorizer. This Agreement and any amendment to this Agreement is not effective until and unless the Authorizer notifies the Academy in writing that it has reviewed and does not disapprove of the Agreement or any amendment to the Agreement.

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

Academy:

By: Pam Anderson
Its Board President – Pam Anderson

Charter HR Educational Services, LLC:

By: Kellie Barcheski
Its President – Kellie Barcheski

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

The Academy will comply with the requirements of MCL 380.580(q) and is required to list "authorized by Grand Valley State University" on property signage, promotional materials, footer of its website pages, and student applications.

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Academic Achievement

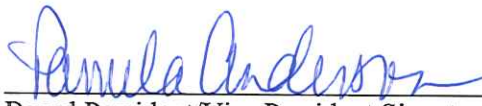
As measured by the state assessment, the school's percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready as reported by the Michigan Department of Education will meet or exceed the select peer schools' mean reported percentage 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:

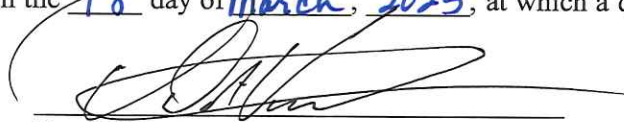
March 18, 2025



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the BCCS Board of Directors at a properly noticed open meeting held on the 18 day of March, 2025, 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.

CURRICULUM REQUIREMENTS

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.4, the school shall implement, deliver, and support the Curriculum identified in Schedule 7d. The submission is required to include a detailed written curriculum by grade or level covering each subject/course to be taught and represent a focused, coherent and rigorous learning agenda. At a minimum, the subjects to be taught, as required by law, shall include English language arts, mathematics, science, social studies, physical education and health for kindergarten through grade eight. High school programs are required to offer a course of study that meets the Michigan Merit Curriculum ([MCL 380.1278a](#), [380.1278b](#)).

The school's curricular submission must meet the following requirements. The curriculum will:

- Demonstrate a logical sequence of learning objectives aligned to state and national standards;
- Outline instructional resources and tools;
- Provide the essential vocabulary for each content area; and
- Specify the methods of assessment.

Specific Health requirements including, but not limited to:

- Health education ([MCL 380.1169](#), [380.1502](#) and [380.1170](#));
- Dangerous communicable diseases, including, but not limited to HIV/AIDS ([MCL 380.1169](#)); and
- Sex education, if it is part of the school's curriculum ([MCL 380.1506](#) and [380.1507](#)).

Other considerations:

- If the curriculum is web-based, the school is required to provide all necessary **login** and **password** information such that a representative of the MDE Public School Academies Unit may review the curriculum in its entirety;
- Within the curricular document, include a citation to the specific standard(s) to which the curriculum is aligned;
- Complete the course matrix (p 3 & 4), listing all the courses offered per grade or level; and
- Submit the written curriculum in a consistent format and as separate course documents clearly identified by school name, course title, and grade or level.

NON-CORE CURRICULUM REQUIREMENTS

Non-core curriculum is to be submitted in the same format as the core curriculum. The same template is required to be used, with a curricular document submitted for each grade, level and subject offered. As with the core curriculum, all non-core courses must be explicitly aligned with the state or national standards, representing a focused, coherent and rigorous learning agenda.

Health and Physical Education

Health curriculum must address the Michigan health education requirements ([MCL 380.1170](#) and [380.1502](#)) including the teaching of dangerous communicable diseases ([MCL 380.1169](#) and [380.1170](#)).

- If the school board adopts the Michigan Model for Health, only a module checklist is required.
- Physical education curriculum is required for each grade or level. Participation in extracurricular athletics at the high school level may constitute successful completion of this requirement ([MCL 380.1502](#)).

Visual, Performing and Applied Arts

A written curriculum must be submitted for each visual art, music, dance or theater course offered for each grade or level. The curriculum is required to explicitly indicate alignment to the Michigan Academic Standards. If state standards are not available for a given subject, alignment to national or international standards should be considered and referenced within the document. The standards can be accessed at: [Michigan Merit Curriculum: Visual Arts, Music, Dance, and Theatre](#).

World Languages

A written curriculum must be submitted for each world language course offered for each grade or level. World language is required for high school graduation. Students can meet this requirement by completing two years of a world language in grades nine through 12 or by completing an equivalent learning experience in grades kindergarten through eight, meeting all state proficiency requirements. The Michigan World Language Standards and Benchmarks can be accessed at: [Michigan Merit Curriculum: World Languages Standards and Benchmarks](#).

Technology and Online Learning Experience

A written curriculum must be submitted for each technology course offered for each grade or level. Technology curriculum must align to the Michigan Integrated Technology Competencies for Students (MITECS) 2017. These standards can be accessed at: [Michigan Integrated Technology Competencies for Students](#).

- If the online learning experience requirement for high school graduation is integrated into courses, submit documentation showing fulfillment of the online learning experience.

ADDITIONAL RESOURCES

Common Core State Standards Initiative / www.corestandards.org

Michigan Department of Education Public School Academies Unit
Curriculum Requirements – Schedule 7d

Academy	Byron Center Charter School
Curriculum Contact	John Krajewski
Title	Chief Academic Officer
Email	jkrajewski@byroncentercharter.org
Phone	616-878-4852

Elementary Courses:

Indicate all subjects/courses that will be offered, changing the course title to reflect the Academy courses.

- Mark with an "X" the grade or level the course will be offered.
- A written curriculum must be submitted for each course that is offered at the Academy.
- Non-core courses are not required to be included on the course matrix for kindergarten through eighth grade.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
Health	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X

[Byron Center Charter School K-8 Curriculum](#)

High School Courses

Indicate all subjects/courses that will be offered including the grade offered, adjusting course names to reflect Academy offerings. A written curriculum must be submitted for each course that is offered at the Academy. Michigan Merit Curriculum minimum requirements are identified on the below course matrix. Additional lines should be added, as needed.

*If students are not required to take a course at a specific grade level, indicate by using the word "any."

**Virtual Courses are any courses that are delivered using a web-based provider. List the course titles (attach additional pages as necessary); provide a password and login for verification.

Michigan Department of Education Public School Academies Unit
Curriculum Requirements – Schedule 7d

***Off-Campus Courses: List the titles of all off-campus offerings (attach additional pages as necessary); submit a course description document with the curriculum submission.

Course Name	Grade*	Course Name	Grade*
ENGLISH (min 4)		WORLD LANGUAGE (min 2)	
English 9	9	Spanish I	9
English 10	10	Spanish II	10
English 11	11		
English 12	12		
MATHEMATICS (min 4)		VISUAL, PERFORMING & APPLIED ARTS (min 1)	
Algebra I	9	Art - Drawing and Design	9-12
Geometry	10	Art - Exploratory Art	9-12
Algebra II	11	Band	9-12
*4 th year math credit – identify course(s)		Yearbook	11-12
Stats and Personal Finance	12		
SCIENCE (min 3)			
Biology			
Chemistry or Physics			
*3 rd year science credit – identify course(s)			
SOCIAL STUDIES (min 3)			
US History & Geography	9		
World History & Geography	10		
Civics/Government (.5)	11-12		
Economics (.5)	11-12		
PHYSICAL EDUCATION & HEALTH (min .5)			
Physical Education			
Health			

Michigan Department of Education Public School Academies Unit
Curriculum Requirements – Schedule 7d



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315

Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

High School Course Catalog

Science Department

Biology

2 semesters / 1 credit / Required Course

This course focuses on the scientific method and measurement, basic chemistry, organic compounds, cell structure and function, cell growth and reproduction, classification systems, genes, chromosomes, DNA, genetics, the biology of the human body, and ecosystems.

Environmental Science

2 semesters / 1 credit / Required Course

The students will study basic principles of earth science. The curriculum includes major topics such as energy, weather, climate, and plate tectonics. Students will be given opportunities to analyze and evaluate these topics and how they relate to one another. Diverse learning opportunities include videos, interactive presentations, and projects.

Physical Science

2 semesters / 1 credit / Required Course

This is a pre-physics and pre-chemistry course designed to explore the relationship between the natural and physical world. Standards based energy, matter, motion, forces, mechanics, thermodynamics, waves and optics, electricity and magnetism, atomic particles and structure, chemical and physical properties, bonds and reactions, solutions, and acids and bases.

Chemistry

2 semesters / 1 credit / Required Course if not attending KCTC

This course is designed to help students understand basic chemical principles and master problem-solving skills. Students will develop an understanding of how those concepts and skills are relevant to other courses and their daily lives. Chemical topics covered in the course include basic science concepts, measurements, atomic theory, bonding, stoichiometry, states of matter, solutions, acids & bases, and nuclear chemistry.

Math Department

Algebra I

2 semesters / 1 credit / Required Course

This course introduces students to basic concepts and properties of Algebra. Concepts and skills are introduced algebraically, graphically, numerically, and verbally – often in the same lesson to help students make connections and to address diverse learning styles. Topics of Study: Solving Equations and Inequalities, Linear Equations, Linear Functions, Systems of Linear Equations and Inequalities,

Piecewise Functions, Exponents and Exponential Functions, Polynomials and Factoring, Quadratic Functions, Solving Quadratic Equations, Statistics

Geometry

*2 semesters / 1 credit / **Required Course***

This course introduces students to basic concepts and properties of Geometry. Students use their Algebra skills and learn to think logically to draw conclusions about shapes and geometric figures. Topics of Study: Foundations of Geometry, Parallel & Perpendicular Lines, Transformations, Triangle Congruence, Relationships in Triangles, Quadrilaterals & Other Polygons, Similarity, Right Triangles & Trigonometry, Coordinate Geometry, Circles, Two- and Three-Dimensional Models, and Probability

Advanced Algebra

*2 semesters / 1 credit / **Required Course***

This course builds on concepts learned in Algebra 1 and Geometry. Concepts and skills are introduced algebraically, graphically, numerically, and verbally – often in the same lesson to help students make connections and to address diverse learning styles. Topics of Study: Linear Functions and Systems, Quadratic Functions and Equations, Polynomial Functions, Rational Functions, Rational Exponents and Radical Functions, Exponential and Logarithmic Functions, Trigonometric Functions

Statistics

*1 semester / 0.5 credit / **Required Course***

This course helps students understand and become critical of the data they see in everyday life. They learn the science and art of data and how to display and interpret different types of data. The end of the course includes a data collections project where students collect and interpret their own data and present their findings. Topics of Study: Analyzing One-Variable Data, Analyzing Two-Variable Data, Collecting Data

Personal Finance

*1 semester / 0.5 credit / **Required Course***

The semester-long personal finance course covers all of the essential personal finance topics necessary to become a financially capable student. By the end of this course, students will have a thorough understanding of personal finance topics and be prepared to handle the financial responsibilities that exist after graduation. Topics of Study: Banking, Investing, Insurance, Taxes, Budgeting, Consumer Skills, and Behavioral Economics

Social Studies Department

United States History

*2 semesters / 1 credit / **Required Course***

High School US History examines major events occurring in the United States from the reconstruction period (1870s) to the present. Students will analyze historical events to better understand the United States' past and make connections to today. This course covers major themes in US history such as change and continuity, the interactions of various groups, economic and technological impacts, and the changing role of the US in the World. The study of US geography will also be incorporated to build contextual understanding as appropriate.

World History

*2 semesters / 1 credit / **Required Course***

High School World History primarily focuses on events from 300 CE to the present. Content covered in middle school (2000 BCE - 300CE) will be reviewed as necessary to refresh their background knowledge. Students will analyze the growth of civilizations, their interactions over time, major technological advancements, political revolutions, and the eventual global convergence and conflicts

that have shaped human history. The study of World geography will also be incorporated to build contextual understanding as appropriate.

Government

*1 semester / 0.5 credit / **Required Course***

The goal of government and civics education is to provide students with an understanding of how the United States' government is structured and prepare them to be active participants in this system when they come of age. Students will prepare for this by learning about the foundations of the United States government, the structure and operations of government at various levels (including national, state, local, and tribal), U.S. foreign policy, and the rights and responsibilities of citizenship.

Economics

*1 semester / 0.5 credit / **Required Course***

The study of economics is meant to help students understand the principles that govern the United States' economic system and prepare them to participate in this system as they enter adulthood. Topics covered include supply and demand, the influence of the government on the economy, understanding economic indicators, and foreign trade. Additionally, students will receive an introduction to a wide variety of personal finance skills.

Human Geography

*2 semesters / 1 credit / **Required Course if not attending KCTC***

A Social Studies elective worth one credit. Human Geography is the combined study of physical geography and human cultural aspects. Students will learn about the many different climates, landforms, histories, and cultures of our world and how they all combine to create a rich global community. This class is heavily geography based and will require the study of maps and memorization of country locations.

English Department

Literature Composition I (9th Grade)

*2 semesters / 1 credit / **Required Course***

This course serves as an introduction to high school Language Arts. Concepts and skills such as finding a theme, symbolism, play elements, and features of a novel. Students also develop the foundations of essay writing while applying proper writing conventions.

Major pieces of literature covered: Romeo and Juliet, Watership Down, To Kill a Mockingbird, Miracle Worker, one student-chosen novel around

Literature Composition II (10th Grade)

*2 semesters / 1 credit / **Required Course***

This class delves into a continuation of literature as laid out by the Michigan Content Expectations and Common Core. Students compose several essays throughout the year and a persuasive research paper focused on a controversial issue in society. Writing form, function, and techniques are stressed through a process of peer and teacher feedback and revisions.

Major pieces of literature covered: All Quiet on The Western Front, The Count of Monte Cristo, Midsummer Night's Dream, and one student-chosen, modern literature novel.

British Literature (11th Grade)

*2 semesters / 1 credit / **Required Course***

Students study classic literature from Great Britain and the world in the historical contexts in which they were composed. Students compose several pieces of writing including a research paper around the subject of finance/money management.

Major pieces of literature covered: Beowulf, Macbeth, Jane Eyre, Tale of Two Cities

American Literature (12th Grade)

*2 semesters / 1 credit / **Required Course***

Students read and respond to the writings of American authors. Students compose several essays and writing assignments in response to the literature including a research paper exploring a social injustice in the world today.

Major pieces of literature covered: The Crucible, The Adventures of Huckleberry Finn, Grapes of Wrath, and a student-chosen novel on the theme of social injustice.

Fine Arts

Exploratory Art

1 Semester / 0.5 Credit / Semester 1

This course is a broad overview of art history from the past to the present, informed by contemporary practices. Students will identify major periods of art history while understanding how art changed over time. An emphasis on creating artworks inspired by art history movements is the primary focus of this class while using a variety of different mediums.

Drawing and Design

1 Semester / 0.5 Credit / Semester 2

This course is designed to introduce students to various drawing techniques to learn, develop, and strengthen drawing skills. Students will develop and experiment with different types of subject matter and genres, identifying the elements of art and design for 2D compositions, and creating a variety of work using 2D media.

Symphonic Band

*2 Semesters / 1 Credit / **Full year commitment***

This course is an opportunity to play high quality literature and participate in several additional events in the musical community. The goal is to advance musical skills as well as promote a good work ethic in an encouraging social atmosphere. Our school presents three evening concerts a year, attends the MSBOA band festival, and has additional solo, ensemble, and honor band opportunities.

Physical Education

Physical Education

*1 Semester / 0.5 credits / **Required Course***

Physical Education is an essential and basic part of the total education program. The Physical Education program provides a variety of movement experiences to help all students develop skills, knowledge, and attitudes necessary to function effectively in society. Physical Education includes the following units: sports, net/racquet games, and individual/lifestyle sports.

Health Education

*1 Semester / 0.5 credits / **Required Course***

Health Education contributes to the total development of every student and recognizes the physical, mental, emotional and social characteristics of students. Health Education includes the following units: Social Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, Personal Health and Wellness, and Sex Education and HIV Prevention. Each unit is built around the 7 following health skills: Personal meaning, exploring information, analyzing influences, setting goals, making decisions, interpersonal communication, and self management.

Foreign Language

Spanish 1

2 semesters / 1 credit / Required Course

The Spanish Level 1 course is an introduction to the Spanish-speaking world, its language and culture. The goal of this course is to develop students' interpersonal, interpretive and presentational skills in Spanish. Students begin to communicate in Spanish using basic structures to speak, read, listen and write about themselves, their family, school, home, and free time activities.

Spanish 2

2 semesters / 1 credit / Required Course

The goal of this course is for students to communicate in Spanish using basic structures to speak, read, listen and write about their lives, healthy living, eating out, daily routine, shopping around town, and planning a trip. Students continue to develop their communicative and cultural competence by interacting with others in Spanish, listening to and reading text in the target language and making oral and written presentations in Spanish. While students begin to show a greater level of accuracy when using basic language structures, they are also exposed to more complex features of Spanish including how to narrate in the past.

General Electives

Yearbook Computer Applications

1 semester / 0.5 credit / Elective

In this course, students will learn the purpose of and the traits of a good yearbook and create the school's yearbook. They will learn computer skills needed to create a yearbook and necessary communication and photo editing skills. They will be responsible for meeting deadlines to complete their assigned pages in the yearbook and their assigned articles for the digital school newspaper. Topics of Study: What makes a good yearbook, Photo editing and layout using the yearbook program, Creating appropriate yearbook pages, Creating interesting and appropriate newspaper articles

Psychology

1 semester / 0.5 credit / Elective

A Social Studies elective worth one half credit. Simply defined, Psychology is the study of individuals. Students will study how the brain functions and processes outside information in an effort to better understand why humans respond the way we do to our surroundings. In this class, you will be pushed to prepare for college by meeting higher expectations for reading, writing, discussion, and critical thinking.

Great Books/Great Movies

2 semesters / 1 credit / Elective

This course is designed to analyze both literary and cinematic devices used to communicate the meaning of the work. Students develop a deeper appreciation for patterns, motifs, archetypes, and other types of devices.

Major pieces of literature covered: Fahrenheit 451, Hamlet, Great Gatsby, Green Mile, Shawshank Redemption

Multicultural Literature

1 semester / 0.5 credit / Elective

This course introduces students to classical and modern literature from authors from a variety of diverse backgrounds. Students consider the perspectives, techniques used, and impact of writers of color on the literary canon.

Major pieces of literature covered: Things Fall Apart; Behold, the Dreamers; Kite Runner, A Thousand Splendid Suns, In the Time of the Butterflies

Fundamentals of Speech

1 semester / 0.5 credit / Elective

This course introduces students to public speaking. The course focuses on identifying effective speech giving strategies, developing providing speech analysis and constructive feedback. Students give several formal and informal speeches throughout the semester.

Topics of study: speech analysis, introduction speech, informative speech, persuasive speech, demonstration speech, and debate.

History of the Holocaust

1 semester / 0.5 credit / Elective

A Social Studies elective worth one-half credit. This course will educate students about the many causes of, stages of, and short/long-term impacts of the Holocaust. Students will also learn about other genocides and human rights abuses throughout human history. In this class, you will be pushed to prepare for college by meeting higher expectations for reading, writing, discussion, and critical thinking.

Anatomy

1 semester / 0.5 credit / Elective

This course is designed to introduce students to human anatomy and some physiology, with emphasis on the systems of the body and how they are interrelated. The areas covered include the basic anatomy terminology, cell and tissue structure, and the 11 systems of the human body, (integumentary, skeletal, muscular, nervous, endocrine, circulatory, lymphatic, digestive, respiratory, urinary and reproductive - male and female).

Ecology

1 semester / 0.5 credit / Elective

This course is designed to immerse students in the physical, biological, and earth systems sciences that shape our environment. Scientific concepts, principles and modern science practices allow students to analyze environmental issues, both natural and human induced, and engage in evidence-based decision making in real world contexts.

Extra-curricular

Jazz Band

Full-year commitment

Students who have auditioned or proven themselves able to positively handle the rigor of the music and the extra rehearsal and work schedule meet after school on Tuesdays and Thursdays throughout the school year to enjoy listening to jazz legends and to prepare for three evening concerts and a few spring jazz events during the school day.

BCCS K – 8 Grade Curriculum Overview

All BCCS Curriculum is aligned with the State of Michigan Academic Standards.

The following are links to the State of Michigan Core Academic Standards

- [MI English Language Arts Standards](#)
- [MI Mathematics Standards](#)
- [MI Science Standards](#)
- [MI Social Studies Standards](#)
- [MI Physical Education Standards](#)
- [MI Visual and Performing Arts Standards](#)

The BCCS K-8 grade level curriculum and units of instruction are driven by textbooks and/or online curriculum. These are listed as the *Primary Resource* followed by an overview of the expectations in the core areas of academics for each grade level. Primary resources are available for review upon request to the school.

Kindergarten

Language Arts

Primary Resource: Wonders, McGraw Hill

Reading Foundations

Students will show understanding of print concepts, phonological awareness and demonstrate basic knowledge of one-to-one letter/sound correspondence.

Reading Comprehension

Students, with prompting and support, will be able to: identify the front cover, back cover, and title page of a book. Retell familiar stories and compare and contrast the adventures and experiences of characters in familiar stories. Recognize common types of texts and name the author and illustrator of a story and define the role of each.

Writing

Students will compose opinion, informative and narrative pieces of writing.

Mathematics

Primary Resource: Math Expressions, HMH

Students will:

- know number names
- count to 100 by ones and tens
- compare numbers
- add and subtract within ten
- represent and solve word problems involving addition and subtraction
- understand the ones and tens place value
- classify objects and count the number of objects in categories
- identify and describe shapes and analyze, compare, create, and compose shapes

Science

Primary Resource; Mystery Science

Students will be able to understand the basic concepts of:

- forces and interactions
- living vs non-living things
- animals, plants, and their environments
- weather and climate
- engineering design

Social Studies

Primary Resource: MAISA Units

Myself and Others

Students will gain understanding and increased awareness of themselves by using the framework of ‘Myself and Others’ to learn the basic disciplines of social studies: history (person events to explore concepts of time past, present and future), geography (concepts of space by using positional words and map and globe representations), civics/government (foundations of government, and the flag as a symbol), economics (connect family wants and how those wants are met), and public discourse/decision making/civic participation, (citizenship and the basic core values of democracy).

Physical Education/ Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Identify active-play opportunities outside physical education class. (S3.1.K) Recognizes that physical activity is important for good health. (S5.1.K)
- Areas of focus include spatial awareness, jumping and landing, throwing and catching, manipulative (cup stacking, hula hoop, jump rope, juggling), dribbling with hands, tumbling stunts, rhythm and dance, yard games, dribbling with feet and striking with implements.
- Social and Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, and Personal Health and Wellness

Music

Primary Resource: Share the Music, McGraw-Hill

Students will:

- Gain exposure to five composers each year from a variety of countries and musical eras, along with two or three songs per composer.
- Experience and identify high and low pitches, fast and slow tempi, loud and quiet dynamics, and the musical alphabet.
- Play various instruments as a group to learn pulse, awareness, and teamwork.
- Sing and perform together, to learn to hear pitches and demonstrate vocal variation.

Art

Primary Resource: NAEA Visual Art Standards (informed by Michigan Visual Art Standards)

Students are introduced to the Elements of Art and Principles of Design through a variety of projects. This includes:

- Practicing with basic skills in the art classroom (cutting with scissors safely, using glue sticks, and pencil grips).
- Discovering and recognizing patterns and primary/secondary colors.
- Using basic shapes to draw objects.
- Introduction to art vocabulary such as collage, craftsmanship, and portrait.

1st Grade

Language Arts

Primary Resource: Wonders, McGraw Hill

Reading Foundations

Students will use and demonstrate understanding of features of a sentence, phonological awareness, word recognition, and apply grade level phonics to decode words. Students will read with fluency, accuracy, and expression to develop comprehension.

Reading Comprehension

Students will be able to identify story elements, main idea, and compare and contrast various texts. They also will be able to produce a piece of writing using technology.

Writing

Students will compose opinion, informative and narrative pieces of writing. Students will develop and strengthen their writing as needed by planning, revising, and editing. Students will demonstrate proper use of grammar in writing.

Mathematics

Primary Resource: Math Expressions, HMH

Students will:

- count, write and order numbers to 120
- add and subtract within 20
- quickly and accurately add and subtract up to 10
- solve word problems involving addition and subtraction
- understand place value, base ten
- use place value understanding to add and subtract
- demonstrate knowledge of measurement and data with problems solving, time, and geometry

Science

Primary Resource: Mystery Science

Students will:

- learn basic properties and communication of light and sound
- observe sun, moon & stars to describe predictable patterns (location of daytime shadows, amount of daylight & seasons, and phases of the moon)

- use structure, function, and information processing to learn about plant and animal traits, external parts and behavior that help them meet their needs, grow and survive
- ask questions, make observations, and gather information to solve problems through engineering designs

Social Studies

Primary Resource: MAISA Units

Families and Schools

Students will use the context of ‘Families and Schools’ to explore history (family life today vs family life in the past and people and events celebrated in the US), geography (investigate ways people interact with their environments, use geographic representations, learn about different regions, and the effects of human interactions on the environment,) civics and government (purposes of government, democratic values, and civic participation), economics (needs and wants, good and services, and scarcity). Students will identify and analyze public issues.

Physical Education/Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Identify physical activity as a component of good health. (S5.1.1) Discusses the benefits of being active and exercising and/or playing. (S3.1.1)
- Areas of focus include spatial awareness, jumping and landing, throwing and catching, manipulative (cup stacking, hula hoop, jump rope, juggling), dribbling with hands, tumbling stunts, rhythm and dance, yard games, dribbling with feet and striking with implements.
- Social and Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, and Personal Health and Wellness

Music

Primary Resource: Share the Music , McGraw-Hill

Students will:

- Gain exposure to five composers each year from a variety of countries and musical eras, along with two or three songs per composer.
- Experience and identify high and low pitches, fast and slow tempi, loud and quiet dynamics, beat and rhythm, long and short sounds, various styles of music, and the musical alphabet.
- Play various instruments as a group to learn pulse, awareness, and teamwork.
- Sing and perform together, to learn to hear pitches (so mi la) and demonstrate vocal variation.

Art

Primary Resource: NAEA Visual Art Standards (informed by Michigan Visual Art Standards)

Students are continuing to explore the Elements of Art and Principles of Design through a variety of projects. This includes:

- Applying the following skills in the art classroom: cutting with scissors safely, using glue sticks, and pencil grip technique.
- Introduction to paintbrush care and use.
- Continued exploration on patterns and primary/secondary colors.
- Explore drawing from reference images and materials.
- Introduction to art vocabulary such as geometric/organic shape and landscape.

2nd Grade

Language Arts

Primary Resource: Wonders, McGraw Hill

Reading Foundations

Students will show understanding of the application of phonics principle, phonemic awareness, word recognition -and vocabulary study. Students will read with fluency, accuracy, appropriate rate, and expression.

Reading Comprehension

Students will be able to identify story elements, main idea, and compare and contrast various texts. Students will also determine the meaning of words, literal and non literal. They also will be able to produce a piece of writing using technology.

Writing

Students will compose opinion, informative and narrative pieces of writing. Students will develop and strengthen their writing as needed by planning, revising, and editing. Students will demonstrate proper use of grammar in writing.

Mathematics

Primary Resource: Math Expressions, HMH

Students will:

- count, write and order whole numbers to 1,000
- add and subtract within 1,000 to include regrouping and ungrouping
- place value, base ten notation, and representation of numbers in various forms
- solve one two step addition and subtraction word problems
- quickly and accurately add and subtract up to 20 and know single digit sums by memory
- demonstrate knowledge of measurement with problem solving, time, money, geometry, data and probability

Science

Primary Resource; Mystery Science

Students will :

- observe and compare the diversity of life in different habitats
- investigate plant needs: water, sunlight and seed dispersal/pollination

- represent shapes and kinds of land and water on the earth’s surface in an area
- use information to identify the cause and effect earth systems/events have on the earth’s surface/landforms (i.e. erosion from flooding)
- will apply the inquiry process and explore properties of matter
- investigate and classify materials by observable properties and selection of material types with intended purposes
- Students will also solve problems through engineering designs.

Social Studies

Primary Resource: MAISA Units

The Local Community

Students will use the lens of the ‘Local Community’ to explore history (living and working together in communities), geography (world in spatial terms, places and regions, human systems, environment and society), civics and government (values, principles, structure, functions, roles of citizens; and the basic foundations of the market economy), public issues/discourse (examining and making decisions about local public community issues).

Physical Education/Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Describe large-motor and/or manipulative physical activities for participation outside physical education class (e.g. before and after school, at home, at the park, with friends, with the family). (S3.1.2) Recognizes the value of “good health balance.” (S5.1.2)
- Areas of focus include spatial awareness, jumping and landing, throwing and catching, manipulative (cup stacking, hula hoop, jump rope, juggling), dribbling with hands, tumbling stunts, rhythm and dance, yard games, dribbling with feet and striking with implements.
- Social and Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, and Personal Health and Wellness

Music

Primary Resource: Share the Music, McGraw-Hill

Students will:

- Gain exposure to five composers each year from a variety of countries and musical eras, along with two or three songs per composer.
- Experience and identify expressive qualities (dynamics, tempo, style, texture), rhythmic concepts (rhythm including eighth and quarter notes, beat, meter), and design concepts (form and structure).

- Play various instruments as a group to learn note names, pulse, awareness, and teamwork.
- Sing and perform together to learn to hear, sing, and sign pitches (do re mi so la) and demonstrate vocal variation.

Art

Primary Resource: NAEA Visual Art Standards (informed by Michigan Visual Art Standards)

Students are continuing to explore the Elements of Art and Principles of Design through a variety of projects. This includes:

- Applying the following skills in the art classroom: cutting with scissors safely, using glue sticks, and pencil grip technique.
- Continued paintbrush care and use.
- Continued exploration of reference images and materials.
- Developing knowledge of pattern sequence and symmetry.
- Introduction to art vocabulary such as warm/cool colors, and positive and negative space.

3rd Grade

Language Arts

Primary Resource: Wonders, McGraw Hill

Reading Foundations

Students will show understanding of the application of phonics principle, phonemic awareness, word recognition and vocabulary study. Students will read with fluency, accuracy, appropriate rate, and expression.

Reading Comprehension

Students will be able to identify story elements, main ideas and supporting details of different types of texts. Students will also determine the meaning of words, literal and non literal.

Writing

Students will compose opinion, informative and narrative pieces of writing. Students will develop and strengthen their writing as needed by planning, revising, and editing. Students will demonstrate proper use of grammar in writing. They also will be able to produce a piece of writing using technology.

Mathematics

Primary Resource: Math Expressions, HMH

Students will:

- be able to add and subtract up to three digit numbers
- quickly and accurately multiply and divide numbers up to 10×10 including know multiplication tables by memory
- use multiplication and division within 100 (with remainders)
- analyze and use addition, subtraction, multiplication and division to solve word problems
- strengthen their understanding of place value by rounding to the nearest ten and hundred
- identify and compare geometric shapes
- determine perimeter and area
- identify and compare values of fractions
- measure and estimate liquid volumes and masses of objects using standard units
- tell time to the nearest minute and measure time intervals in minutes

Science

Primary Resource: Science Dimensions, HMH

Students will:

- research and learn about animal and plant life cycles and inherited traits
- recognize how environments affect traits, understand adaptations of organisms and how organisms can succeed in environments
- understand force, and conduct experiments with different types of forces and identify patterns of motion
- investigate basic properties and types of fossils to interpret the types of organisms and environment in which they lived
- engage in activities about weather to understand how weather is measured, patterns and how predictions are made, and relationship to climate

Social Studies

Primary Resource: MAISA Units

Students learn social studies disciplinary content through the context of an introduction to ‘Michigan Studies’ including the study of Michigan history from American Indians to statehood; the physical and cultural characteristics, geographic regions; purpose and function of state government; Michigan's economic activity with ties to national and global markets; identify rights & responsibilities as citizens, and public policy issues in Michigan. Students will also identify Michigan’s state symbols, landforms, lakes, and give examples of Michigan’s human and natural resources.

Physical Education/Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Discuss the relationship between physical activity and good health. (S5.1.3) Identifies physical activity benefits as a way to become healthier. (S3.1.3b)
- Areas of focus include spatial awareness, jumping and landing, throwing and catching, manipulative (cup stacking, hula hoop, jump rope, juggling), dribbling with hands, tumbling stunts, rhythm and dance, yard games, dribbling with feet and striking with implements.
- Social and Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, and Personal Health and Wellness

Music

Primary Resource: Share the Music, McGraw-Hill

Students will:

- Gain exposure to five composers each year from a variety of countries and musical eras, along with two or three songs per composer.
- Experience and identify expressive qualities (dynamics, tempo, style, texture), rhythmic concepts (rhythm including quarter and eighth notes, steady beat, duple and triple meter), and design concepts (form and structure).
- Play various instruments as a group (including harmonica, guitar, or other) to learn note names on a staff, keep a steady pulse, create variations and improvisational segments, increase self-awareness, and cultivate teamwork.
- Sing and perform together in one and two parts to learn to hear, sing, and sign pitches (do re mi fa so la ti) and also hear and create harmony.

Art

Primary Resource: NAEA Visual Art Standards (informed by Michigan Visual Art Standards)

Students are continuing to explore the Elements of Art and Principles of Design through a variety of projects. This includes:

- Applying continued paintbrush care and use.
- Looking at artists from the past to understand various techniques (Art History).
- Introduction to facial proportions and figure drawing.
- Continued exploration of reference images and materials.
- Developing knowledge of using contrast and asymmetry in artworks.
- Introduction to art vocabulary such as tint, shade, and tertiary colors.

4th Grade

Language Arts

Primary Resource: Wonders, McGraw Hill

- Reading instruction is comprehensive, covering fluency, comprehension, and higher-level thinking skills like recognizing plot, setting, characterization, and analyzing text for theme and author's purpose.
- Writing instruction encompasses various elements, including editing, organizing thoughts, pre-writing, and understanding the structure of pieces with introductory statements, body paragraphs, and concluding statements. Spelling and parts of speech are emphasized, contributing to overall writing proficiency. Students engage in diverse writing activities, crafting three to five-paragraph pieces across genres like personal narrative, informational text, opinion, and narrative.
- The vocabulary component involves studying prefixes, suffixes, Greek and Latin root words, and acquiring new grade-level vocabulary.
- Speaking and listening activities focus on collaborative discussions, adherence to classroom rules, oral paraphrasing, and developing presentation skills using audio recordings and visual displays. This holistic approach cultivates well-rounded language skills in students.

Mathematics

Primary Resource: Math Expressions, HMH

- Place value and multidigit addition and subtraction
 - Place value to a million
 - Addition with greater numbers
 - Subtraction with greater numbers
 - adding and subtracting whole numbers quickly and accurately (up to a million)
- Multiplication
 - Multiplication with tens, hundreds, and thousands
 - Multiply two digit numbers
- Division
 - With Whole numbers
 - Division word problems
- Equations and Word problems
 - Reasoning and problem solving
 - Comparison word problems
 - Problems with more than one step

- Number patterns
- Measurement
 - Converting metric measurements
 - Perimeter and area
- Fractions and Decimals
 - Fractions with like denominators
 - Mixed numbers with like denominators
 - Multiplying fractions and whole numbers
 - Comparing fractions
 - Equivalent fractions
 - Understanding decimals
- Geometry
 - Measuring and drawing angles
 - Triangle and angle measurements
 - Analyzing quadrilaterals
 - Analyzing polygons

Science

Primary Resource: Science Dimensions, HMH

Engineering and Technology

- Students will explore how engineers define problems and solutions. They will learn about the importance of prototypes and use models to examine how prototypes are tested and improved.

Energy

- Students will discover what energy is and how it is transferred. They will explore how collisions show energy

Waves and information transfer

- Students will discover the different parts of waves, explore how light can be reflected, and examine and describe how information is transferred from place to place

Plant structure and Function

- Students will explore the functions of internal and external plant structures and how they aid in growth, survival, behavior, and reproduction.
- Students will also learn how different plant structures work together as a system

Animal structure and function

- Students will explore the internal and external structures of animals and learn about how different senses work.

Changes to Earth's Surface

- Students will explore how Earth has been shaped by water and other factors and discover how people map Earth's surface. They will also learn about the patterns we can see from maps.

Rocks and Fossils

Students will explore the different layers of rocks and how they change, discover what we can learn about fossils and ancient environments, and identify patterns in fossils.

Natural Resources and Hazards

- Students will explore how renewable and nonrenewable resources are used for energy.
- Students will discover how people can reduce land and water-based hazards and their impact.

Social Studies

Primary Resource: MAISA Units

US Studies

History

- Using a historical lens, they explore democratic values and examine primary and secondary sources to learn about the struggles and successes of Freedom Seekers, the beginnings of the automobile industry and the labor movement in Michigan, and the role of water in the state. As they learn about Michigan after having achieved statehood, they consider major historical events and their relationship to one another.

Geography

- Using a geographic lens, students examine the movement of people, products, and ideas across the country and state, and investigate the role of geography in shaping its foundational principles and how geography still affects the United States and Michigan today. They explore human-environment interactions and their consequences, both historically and today.

Civics and Government

- Individually and collaboratively, students will engage in planned inquiries to investigate the structure and functions of Michigan's government, and rights and responsibilities of citizenship.
- Introduction to the US Constitution, its relationship between branches of government and separation of powers.
- Explain important rights and how, when, and where members of American society demonstrate their responsibilities by actively participating in civic life

Economics

- Using an economic lens, students explore the importance of the automobile industry for both the country and for Michigan and the struggle over ownership of natural resources related to Michigan's immense fresh water supply. By studying economic ties between Michigan and other places, students discover how their state is an interdependent part of both the national and global economies.

Political Science

- Using a political science lens, students study the purposes, structure, and functions of national, state, and tribal governments. They explore the relationship between rights and

responsibilities of citizens, and they apply what they have learned in an authentic public discourse project related to water in Michigan, culminating in taking informed action.

Physical Education/Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Analyze opportunities for participating in physical activity outside physical education class. (S3.1.4) Examines the health benefits of participating in physical activity. (S5.1.4)
- Areas of focus include spatial awareness, jumping and landing, throwing and catching, manipulative (cup stacking, hula hoop, jump rope, juggling), dribbling with hands, tumbling stunts, rhythm and dance, yard games, dribbling with feet and striking with implements.
- Social and Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, Personal Health and Wellness, and HIV Prevention

Music

Primary Resource: Share the Music , McGraw-Hill

Students Will:

- Gain exposure to four or five composers each year from a variety of countries and musical eras, along with two or three songs per composer.
- Experience and identify expressive qualities (dynamics, tempo, style, texture), rhythmic concepts (rhythm including quarter, eighth, and sixteenth notes, beat, duple and triple meter), and design concepts (form and structure).
- Play various instruments as a group (including buckets and recorder) to keep a steady pulse, learn note names on a staff, create variations and new compositions individually and as a class, increase self-awareness, and cultivate teamwork.
- Sing and perform together in one, two, or three parts to learn to hear and sing pitches (do re mi fa so la ti) and also hear and create harmony.

Art

Primary Resource: NAEA Visual Art Standards (informed by Michigan Visual Art Standards)

Students are continuing to explore the Elements of Art and Principles of Design through a variety of projects. This includes:

- Applying continued paintbrush care and use.
- Continued practice on facial proportions and figure drawing.
- Continued exploration of reference images and materials.
- Developing knowledge of using contrast, emphasis, and color schemes in artwork.
- Introduction to art vocabulary such as monochromatic, radial symmetry, and much more.

5th Grade

Language Arts

Primary Resource: Wonders, McGraw Hill

- Students will work on reading skills such as summarizing various types of writing, thinking critically about evidence in arguments, and using different sources to answer questions. They also learn about the structure of stories, understanding how chapters or scenes contribute to the overall composition. Students explore how a narrator's perspective affects how events are described and analyze how visuals enhance the meaning of a text. They compare and contrast stories in the same genre, considering different themes.
- In writing students focus on expressing opinions through well-reasoned arguments, supporting their views with facts and examples logically arranged. They also explore the art of storytelling, whether real or imaginary, by developing plots with dialogue, description, and effective pacing. Additionally, students learn to craft informative essays with clear introductions, general observations, and logically organized information. They employ formatting, illustrations, and multimedia for clarity, and develop topics using facts, definitions, details, quotations, or examples while connecting ideas within and across categories.
- Students learn important academic words and focus on using correct grammar, punctuation, and spelling in writing and speaking. They practice using commas and formatting titles correctly. To understand unfamiliar words, they rely on context clues, prefixes, suffixes, and reference materials. Additionally, they demonstrate language skills by figuring out the meanings of words and phrases, including figurative language like metaphors and similes.

- In discussions, students actively contribute by sharing accurate information, expanding on others' ideas, and presenting topics or opinions clearly with a logical order, sufficient facts, and formal language when needed.

Mathematics

Primary Resource: Math Expressions, HMH

Topics Include:

- Addition and Subtraction with Fractions
 - Equivalent fractions
 - Addition and subtraction of fractions
- Addition and Subtraction with Decimals
 - Read and write whole numbers and decimals
 - Addition and subtraction
 - Round and estimate with decimals
- Multiplication and Division with Fractions
 - Multiplication with fractions
 - Multiplication links
 - Division with fractions
- Multiplication and Division with Whole Numbers and Decimals
 - Multiplication with whole numbers
 - Multiplication with decimal numbers
 - Division with whole numbers
 - Division with decimal numbers
 - Quickly and accurately multiply and divide whole numbers
- Operations with Word Problems
 - Equations and problem solving
 - Comparison word problems
 - Problems with more than one step
- Algebra, Patterns, and Coordinate Graphs
 - Algebraic reasoning expressions
 - Patterns and graphs
- Measurement and geometry
 - Length, area, and volume
 - Liquid volume, mass, weight
 - Classify geometric figures

Science

Primary Resource: Science Dimensions, HMH

Engineering Design

- Students will describe how science and math are used in engineering, use the engineering design process to find a good solution to a problem, and understand how and why technology changes over time.

Structure and Properties of Matter

- Students will identify and measure matter, describe and recognize properties of matter and how those properties are affected by different factors, and identify different changes that can happen to matter.

Matter and Energy in Organisms and Ecosystems

- Students will be able to explain that plants get the materials they need to grow mostly from air and water, explain how organisms use matter and energy obtained from their environments, and understand how organisms interact.
- Students will be able to model how energy and matter move through an ecosystem and understand how organisms, including newly introduced species, affect ecosystems.

Earth's Systems

- Students will identify and describe each of Earth's systems and the cycles that occur within them, describe how Earth's systems interact, and understand how the ocean affects Earth's systems.

Systems in Space

- Students will discuss how gravity affects all matter on Earth, describe patterns caused by interactions between Earth, the sun, and the stars, describe monthly and seasonal patterns of the sun, the moon, and the stars, and describe why the sun appears so large and bright.

Social Studies

Primary Resource: MAISA Units

Early US History

Beginnings to 1620

- Students start by studying Indigenous nations in the Americas, West African civilizations, and European life before 1500, exploring what made each unique. They then investigate interactions when these regions are connected, considering multiple perspectives.

Colonization and Settlement (1585-1763)

- Students learn about the thirteen American colonies, examining influences on their development, including geographic, economic, political factors, and white supremacy. They analyze the Middle Passage's impact on the colonies and West Africa as part of the Triangular Trade.

- Moving forward, students study events leading to the American Revolution, starting with the French and Indian War.

Revolution and the New Nation (1754-1800)

- Emphasizing British and colonial interactions, they learn cause and effect, evaluate how history portrays the Revolution, and analyze the influence of the Second Continental Congress and the Declaration of Independence.
- The course concludes with a preview of eighth-grade topics, exploring the Articles of Confederation's successes and failures. Students consider challenges faced by the Constitutional Convention, study the Constitution's creation, and explore its impact on power balance and human rights. They also examine the Bill of Rights and its ongoing role in the nation, concluding by exploring a public issue related to the U.S. Constitution.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education/Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Chart and analyze physical activity outside physical education class for fitness benefits of activities. (S3.1.5) Compares the health benefits of participating in selected physical activities. (S5.1.5)
- Areas of focus include spatial awareness, jumping and landing, throwing and catching, manipulative (cup stacking, hula hoop, jump rope, juggling), dribbling with hands, tumbling stunts, rhythm and dance, yard games, dribbling with feet and striking with implements.
- Social and Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, Personal Health and Wellness, and Puberty/HIV Prevention

Music/Band

Primary Resources:

Standard of Excellence, Kjos Music / Essential Elements for Band, Hal Leonard (Book 1)

The move to applied music from general music requires students to demonstrate the knowledge they have gained from previous years in music class. Band provides students with the opportunity to make music on their own, to play with their peers, and to perform in beautiful spaces.

- Musical Learning: Rhythms, Notes, History and Geographical regions of the music studied, Theory, and new Vocabulary
- Life-Skills Learning: Coordination, reading skills, teamwork, observation, evaluation skills, determination, self-control, and responsibility

The Grade Level Music Performance Standards in the State of Michigan Visual , Performing and Applied Arts Standards

- 1: Apply skills and knowledge to perform in the arts
- 2: Apply skills and knowledge to create in the arts
- 3: Analyze, describe, and evaluate works of art
- 4: Understand,analyze,and describe the arts in their historical,social,and cultural contexts
5. Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life.

Art

Primary Resource: NAEA Visual Art Standards (informed by Michigan Visual Art Standards)

Students will demonstrate their understanding of the Elements of Art and Principles of Design through various projects. This includes:

- Beginning to explore various brush styles and edges.
- Continued practice on figuring drawing, including facial and body proportions.
- Introduction to still life by observational drawing.
- Continued exploration of reference images and materials.
- Deepening an understanding of basic compositional tools for an artwork.
- Application of art vocabulary to understand concepts of color theory and perspective

6th Grade

Language Arts

Primary Resource: MAISA Units

- Provide students with preliminary insights into how authors build literary texts, enabling them to construct their own engaging stories.
- Explore reading and writing narrative texts to establish habits to sustain students throughout the year.
- Employ various informational text structures and features to effectively convey their understanding of a science or health-related research topic.
- Students examine their roles as readers/observers to inspire their own writing, exploring characters' internal and external journeys.
- Explore a local ecological issue and create a persuasive letter, supported by clear reasoning, to a relevant individual.
- Employ proper usage of pronouns, punctuation, and spelling. Examine variations from standard English to improve expression.

Mathematics

Primary Resource: EnVision Mathematics, SAVVAS

Topics Include:

- Use Positive Rational Numbers
 - Students will learn how to add, subtract, multiply, and divide whole numbers, fractions, and decimals.
- Integer and Rational Numbers
 - Students will learn the difference between rational and irrational numbers as well as how to plot, read, and measure the distance of coordinates on a coordinate plane.
- Numeric and Algebraic Expressions
 - Students will learn about exponents, reinforce their understanding of P.E.M.D.A.S (Order of Operations), and be introduced to introductory terms of pre-algebra.
- Represent and Solve Equations and Inequalities
 - Students will learn how to properly balance and solve basic algebraic expressions. This involves understanding the basics of what a variable is, how to solve it, and basic properties of equations (distributive, commutative, and associative) to help simplify expressions.
- Understand and Use Ratio and Rate

- Students will generate, use, and solve problems involving ratios and rates of change.
- Understand and Use Percent
 - Students will learn the basic understanding of percentages and how to convert between a percentage and a decimal.
- Solve Area, Surface Area, and Volume Problems
 - Students will learn to find the area, surface area, and volume of simple polygons.
- Display, Describe, and Summarize Data
 - Students will learn the basics of data acquisition like mean, median, mode, range, and standard deviation to interpret data and solve problems related to graphs.

Science

Primary Resource: Glencoe Integrated Science I

Topics Include:

- Understanding Science: Branches of Science, Scientific Inquiry, Scientific Measurement and Tools
- Earth and Space: Earth in Space, Sun ,Earth and Moon System and the Solar System; Earth's Dynamic Surface, Natural Resources and Earth's Systems and Interactions
- Life Science: Classification and Structure of Living Things; Inheritance of Traits and Adaptations of Species; Plant Diversity and Reproduction; Interactions, Relationships, Matter and Energy in Ecosystems
- Physical Science: Properties of Matter, Substances and Mixtures and Structure of Atoms: Energy Transformations, Forms of Energy and Light and Sound Waves; Forces , Charges, Circuits of Electricity and Magnetism

History/ Social Studies

Primary Resource: MAISA Units

Human and Physical Geography of the World

Topics include:

- Spatial perspective and representations of the Earth
- Tools and Technologies used by geographers
- Patterns in natural and human characteristics
- Culture, cultural diffusion, and how culture influences people globally
- Globalization's impact on economic, political institutions, and societies worldwide
- Analysis of global issues arising from human activities, including population change, migration, urbanization, and resource use, with a focus on responses from various organizations

Physical Education/Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Describe how being physically active leads to a healthy body. (S3.1.6) Describes how being physically active leads to a healthy body. (S5.1.6)
- Areas of focus include team sports, net/racquet games, and lifestyle/individual sports
- Social and Emotional Health, Nutrition and Exercise, Safety, Alcohol/Tobacco and Other Drugs, Personal Health and Wellness, and HIV Education/Puberty

Music/Band

Primary Resources: Essential Elements for Band, Hal Leonard (Book 2)

Continued development of applied music requires students to demonstrate the knowledge they have gained from previous years in music and band classes. 6th Grade Band provides students with the opportunity to make music on their own, to play with their peers, and to perform in a variety of spaces.

- Musical Learning: Rhythms, Notes, History and Geographical regions of the music studied, Theory, and new Vocabulary
- Life-Skills Learning: Coordination, reading skills, teamwork, observation, evaluation skills, determination, self-control, and responsibility

The Grade Level Music Performance Standards in the State of Michigan Visual , Performing and Applied Arts Standards

- Apply skills and knowledge to perform in the arts
- Apply skills and knowledge to create in the arts
- Analyze, describe, and evaluate works of art
- Understand, analyze, and describe the arts in their historical, social, and cultural contexts
- Recognize, analyze, and describe connections among the arts; between the arts and other disciplines; between the arts and everyday life

7th Grade

Language Arts

Primary Resource: MAISA Units

- Analyze how text elements interact, laying the foundation for narrative reading, habits, and structure.
- Analyze how text elements interact and explore the reasoning behind author choices.
- Engage in reading, writing, and discussions on self-selected historical topics, choosing, inquiring, and presenting information in various formats.
- Collaborate in book clubs, exploring how stories illuminate historical time and place.
- Engage with writing arguments that are presented in both spoken and written forms.
- Employ proper usage of phrases, clauses, punctuation, and spelling.

Mathematics

Primary Resource: EnVision Mathematics, SAVVAS

Topics Include:

- Rational Number Operations
 - Students will learn how to find and manipulate rational numbers on number lines. This includes understanding how subtracting a negative number will add to the given amount and in turn gain value.
- Analyze and Use Proportional Relationships
 - Students will further their understanding of ratios and how to find, interpret, and use ratios in real-world situations like speed or usability.
- Analyze and Solve Percent Problems
 - Students will learn about the percent equation ($part = \% \times whole$) and how it can be used in a variety of scenarios like interest, discounts, tipping, and percent error.
- Generate Equivalent Expressions
 - Students will further their understanding of equivalent expressions and how to solve for an unknown number. This involves revisiting properties like the distributive, associative, and commutative properties, and how to simplify expressions.
- Solve Problems Using Equations and Inequalities
 - Students will apply their knowledge of inequalities to generate and solve multi-step equations in dynamic scenarios.
- Use Sampling to Draw Inferences About Populations
 - Students will gather, interpret, and use data populations to solve or analyze situations and compare them to other data groups.

- Probabilities
 - Students will learn and interpret theoretical probabilities and use their understanding to determine probable outcomes for dynamic situations.
- Solve Problems Using Geometry
 - Students will accurately draw and analyze basic geometric shapes and understand their qualities.

Science

Primary Resource: Elevate Integrated Science Course 2, SAVVAS

Topics Include:

- The Cell System
 - Students will learn about cell theory and the differences between plant and animal cells.
- Human Body Systems
 - Students will learn about the different organs and body systems that make up the human body.
- Reproduction and Growth
 - Students will learn about the different reproductive behaviors that plants and animals utilize and how organisms grow.
- Ecosystems
 - Students will learn about the different energy and resource cycles that make a healthy ecosystem.
- Populations, Communities, and Ecosystems
 - Students will dive deeper into understanding ecosystems and how biodiversity is important for a healthy and sustained system.
- Distribution of Natural Resources
 - Students will learn about different natural resources that humans utilize in our everyday life.
- Human Impacts on the Environment
 - Students will learn about the possible impact the overuse and processing of natural resources can have on our environment.
- Waves and Electromagnetic Radiation
 - Students will learn about different types of waves, including micro, electromagnetic, sound, and light.
- Electricity and Magnetism
 - Students will learn about the different properties of magnets and electricity.
- Information Technology
 - Students will learn about the makeup of electronic devices and how we use them in our technological age.

History/Social Studies

Primary Resource: MAISA Units

Early World History

Topics Include:

- Early world history and geography with an emphasis on content literacy
- Historical and geographic thinking, emphasizing the distinct approaches of these disciplines
- The "invisible" tools historians use, such as significance, social institutions, temporal frames, and spatial scales
- Human history from the beginning to around 1500, examining major changes chronologically
- Early human migration, settlement patterns, and the impact of farming on emerging cultures
- Examination of the rise and fall of empires, trade networks, and the diffusion of people, resources, and ideas in Era 4 (300 CE – 1500 CE)
- Analysis of world religions, the development of empires in the Americas, and the meeting of the "Three Worlds," leading to a broader understanding of global patterns of continuity and change over time

Tech Ed/Career Development

Primary Source: REMC 21 Things 4 Students

Topics Include:

- Web Browsers, Shortcuts, and Screen Capture techniques
- Online Safety and Security, including managing your digital footprint and protecting your identity
- Google Drive Tools for collaborative work and document management
- Ethical considerations: Copyright Laws, Plagiarism, and addressing online bullying
- Technical Skills: Troubleshooting Tech Problems, Web Site Evaluation, distinguishing between Fake and Real News, and basic use of Photoshop
- Career Awareness and Development Exploration
- Career Awareness Presentations, Guest Speakers and Field Experiences
- EDP (Educational Development Plan) Development

Physical Education/Health

Primary Resources: Michigan Model and SPARK

Topics Include:

- Identify barriers related to maintaining a physically active lifestyle and seeks solutions for eliminating those barriers. (S3.1.7) Identifies different types of physical activities and describes how each exerts a positive impact on health. (S5.1.7)
- Areas of focus include team sports, net/racquet games, and lifestyle/individual sports.
- Social and Emotional Health, Nutrition and Exercise, and Safety

Music/Band

Primary Resources: Sound Innovations to Ensemble Development (Intermediate), Alfred Publishing

Continuation of building knowledge and development of skills for learning instruments, elements of music, and practicing and performing a variety of pieces in varied ensembles.

Grade Level Music Performance Standards in the State of Michigan Visual , Performing and Applied Arts Standards

- Apply skills and knowledge to perform in the arts
- Apply skills and knowledge to create in the arts
- Analyze, describe, and evaluate works of art
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8th Grade

Language Arts

Primary Source: MAISA Units

- Create and sustain a reader/writer's workshop routines that will sustain student reading goals throughout the year.
- Explore and examine a variety of informational mentor texts, combining project-based learning and digital media analysis to discuss sustainability.
- Examine cultural differences through both informational and literary reading.
- Write argumentative essays and contribute to a group presentation for members of the community.
- Employ proper usage of various verb forms, punctuation, and spelling.

Mathematics

Primary Resource: EnVision Mathematics, SAVVAS

Topics Include:

- Real Numbers
 - Students will be reintroduced to irrational numbers, learn how to estimate them, learn about square and cubed roots, and how to use powers of 10 (scientific notation) to simplify large/small numbers.
- Analyze and Solve Linear Equations
 - Students will determine the slope from a given line, be able to find y-intercepts, and use their knowledge of the coordinate system to create equations in slope-intercept form.
- Use Functions to Model Relationships
 - Students will determine if a given data set represents a function, discover if a given function is linear, and understand how many/what kind of intervals a function may have.
- Investigate Bivariate Data
 - Students will analyze and use data models to demonstrate their understanding of a given situation, and given models to compare and contrast with other models.
- Analyze and Solve Systems of Linear Equations
 - Students will estimate, solve, and analyze systems of equations through several different methods.
- Congruence and Similarity
 - Students will manipulate polygonal shapes using different transition methods and understand the effect of each method on the given shape.
- Understand and Apply the Pythagorean Theorem

- Students will learn and use the Pythagorean theorem to solve a variety of geometric problems.
- Solve Problems Involving Surface Area and Volume
 - Students will use their knowledge of geometric shapes to solve for surface area and volume of 3-dimensional polygonal shapes.

Science

Primary Source: Elevate Integrated Science Course 2, SAVVAS

Topics Include:

- Atoms and the Periodic Table
 - Students will learn about the history and growth of understanding of atomic research. Students will be able to understand the basic components of atoms and how we classify elements.
- Chemical Reactions
 - Students will learn how chemical reactions occur and what can be expected of one. This includes possible results and side products.
- Forces and Motion
 - Students will learn about Newton and his laws of motion, and the mathematical principles behind each one.
- Genes and Heredity
 - Students will revisit traits and learn the history behind scientists' understanding of genes and alleles.
- Natural Selection and Change Over Time
 - Students will learn about Charles Darwin's Theory of Evolution and why scientists currently support it as a basis of bio and genetic diversity. Students will also learn about ancient animals and how their fossils were created.
- History of Earth
 - Students will learn about Earth's geographic age and how its formation came to be.
- Energy in the Atmosphere and Ocean
 - Students will learn about Earth's atmosphere and how it affects the ocean's currents and climate of the planet.
- Climate
 - Students will learn about the different climate types on Earth and how humans impact the planet and lead to severe changes in the Earth's atmosphere and climates.
- Earth-Sun-Moon System
 - Students will learn about how the Earth, Sun, and Moon interact with each other and how our solar system operates.
- Solar System and the Universe

- Students will learn about the structure and circulation of our solar system, and the stars beyond.

History/Social Studies

Primary Source: MAISA Units

Integrated World History

Topics Include:

- American history from the Revolutionary Era through the last half of the 19th century
- Values and ideals of the constitutional republic, examining both successes and shortcomings
- Preamble to the U.S. Constitution as a touchstone for assessing the nation's adherence to principles
- Inalienable rights, limited government, social compact, rule of law, equality, and the right of revolution
- United States Constitution and the evolution of government during its first century
- Challenges faced by the new nation and the role of political and social leaders
- Westward trails from various perspectives, considering the impact on settlers, Indigenous Peoples, and marginalized groups
- 19th-century growth and the impact of the North-South divide on national unity
- Civil War Era, including events leading to the war, the war itself, Reconstruction, and a comparison of the United States in 1800 and 1898

Tech Ed/Career Development

Primary Source: REMC 21 Things 4 Students

Topics Include:

- Utilizing tools like Google Slide and Google Sheets for collaborative work.
- Effective communication in a digital environment and creating a digital portfolio
- Analyzing data, understanding social networks, and addressing issues like truth in advertising, scams, and smart online shopping
- Collaborating with other cultures, speaking out about global issues, and exploring global interaction
- Introduction to computational thinking and practical aspects such as career searching
- Career Awareness and Development Exploration
- Career Awareness Presentations, Guest Speakers and Field Experiences
- EDP (Educational Development Plan) Development
- College Board Account Awareness and Set-up

Physical Education/Health

Primary Resources: Michigan Model and SPARK

- Identifies the 5 components of health-related fitness (muscular strength, muscular endurance, flexibility, cardiorespiratory endurance, body composition) and explains the connections between fitness and overall physical and mental health. (S3.1.8)
- Areas of focus include team sports, net/racquet games, and lifestyle/individual sports
- Alcohol/Tobacco and Other Drugs, Personal Health and Wellness, and HIV Education/Puberty

Music/Band

Primary Resources:

Sound Innovations to Ensemble Development (Intermediate), Alfred Publishing

Continuation of building knowledge and development of skills for learning instruments, elements of music, and practicing and performing a variety of pieces in varied ensembles.

Grade Level Music Performance Standards in the State of Michigan Visual , Performing and Applied Arts Standards

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SCHEDULE 7-3

STAFF RESPONSIBILITIES

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

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

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

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

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

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

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

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Wellness Officer
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To:

Job Summary

Coordination and provision of direct and supplemental support services for School Safety and Student/Staff Mental Health and Wellness through the position of a School Wellness and Peace Officer. By design the roles and the responsibilities of the job frequently overlap, though considered as 50 % of the job is specific to school safety and emergency operations, and 50% of the job is specific Student/Staff Mental Health with the overarching theme of Schoolwide Wellness.

Duties and Responsibilities

- **School Safety: 50% of the School Wellness Officer's time is dedicated to school safety to include:**
 - Coordination with Law Enforcement and School Safety Officials.
 - Training School For School Staff on Protocols and Procedures associated with the BCCS Emergency Operation Plan.
 - Policing during school day and during events outside the school day to include extracurricular events and school activities and events on and off campus.
 - Acts as Safety Resource Officer.

- **Program Management**
 - School traffic management before and after school and special events.
 - Coordination and Oversight School Emergency Operation Plan.
 - School Safety Plans and Operations.
 - School Surveillance.
 - School Emergency Drills and Practices.
 - Member of School Safety and Emergency Management Teams (Threat Assessment, Core Crisis Team, MERT).
 - Coordination of Outside Law Enforcement Agencies.

- **Student and Staff Mental Health: 50% of the School Wellness Officer's time is dedicated to the mental health and well of Byron Center Charter School's student and staff to include:**
 - Coordination with school Mental Health and Student Wellness Programs and Services.
 - Coordination with the County Attendance and Truancy Office.
 - Coordinator of Responsible Thinking and Wellness Center.
 - Guidance for Student Responsible Thinking and Wellness Plan Development.

- Monitoring and Reporting Progress of Students Plan.
 - Communication with Stakeholders.
- o Coordination of Support Services with Mental Health and Wellness services.
- o Member of Responsible Thinking and Wellness Leadership Team.
 - Includes School Counselor, Director of Student Services and Wellness Officer.
 - Meet with HS students to develop student wellness plans that support school success and career and college readiness.
- **Program Management**
 - o Crisis Team Member (Student Mental Health).
 - o Uses CPI strategies to provide support in de-escalation and management of students in crisis.
 - o Provides direct supplemental support services for Students Positive Behavior Support Plans developed through Child Study, C4S and School Social Work Services.
 - o School Attendance Officer: communication and support with plans for students/families who have ongoing issues with school attendance.
 - o Provides direct student assistance with restorative practices to help students resolve conflicts, and as a method to prevent students from suspension and expulsion from school.
 - o Provides ongoing support to teachers, staff, students and families through the functions of the Wellness Officer.
 - o Attends regional meetings and necessary GVSU Charter School and State events associated with position (school safety, school crisis).
 - o Comply with all school policies.
 - o Promote positive school climate and culture.
 - o Related duties as assigned by school administration.

Knowledge, Skills, and Abilities

- Comprehensive understanding of school safety protocols, emergency response plans, and procedures.
- Familiarity with safety plans, operations, and surveillance systems.
- Knowledge of community resources and services for mental health and wellness.
- Ability to develop, implement, and oversee school safety and wellness programs.
- Excellent verbal and written communication skills for interacting with students, staff, parents, law enforcement, and community partners.
- Proficient in using CPI strategies for management and de-escalating student crises.
- Skills in providing direct support and intervention during emergencies and behavioral incidents.
- Ability to identify safety and wellness issues and develop effective solutions.
- Ability to handle sensitive information with discretion and maintain confidentiality.

Credentials and Experience

- Background in Law Enforcement and/or School Safety required.
- Bachelor's degree in criminal justice preferred.
- Experience working with schools preferred.

Physical Demands / Work Environment

- The expectation is that this individual may be concealed carrying while on school grounds.
- Mobility: must be able to move throughout the school campus frequently. This includes walking, standing, and occasionally running.
- Strength: ability to lift and carry up to 25 pounds.
- School Setting: the primary environment is within the school, which could include classrooms, gymnasiums, cafeterias, and outdoor play areas.
- Indoors and Outdoors: the SWO will work both indoors and outdoors, depending on the activity or event. This includes exposure to various weather conditions.
- Exposure to Health Risks: potential exposure to illnesses and injuries common in a school setting. The SWO must follow proper health and safety protocols to mitigate risks.
- Noise Level: the work environment can be noisy, particularly during large events, recess, or physical activities.
- Stress: the role can involve stress due to emergency situations, high demands for wellness support, and interactions with diverse populations.

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Director of Student Services
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To:

Job Summary

The provision of coordination and oversight of school-wide student support services to improve the academic success and wellness of students through the position of Director of Students Services. The roles and responsibilities involve leadership and management of student support programs, supplemental services and resources to address the needs and improve the success of students in the school environment.

Duties and Responsibilities

- **Program Management and Oversight**
 - Manage and oversee all student services programs and activities.
 - Develop, implement, and evaluate programs, services, and strategies to promote student success.
 - Coordinate and evaluate all aspects of the school's student support services, including Child Study, Title I, At-Risk, Special Populations (EL/Immigrant/Homeless), Special Ed/504, to include school day, extended school day, and summer/extended year supplemental support services.
 - Ensure the enforcement of all school policies, rules, and regulations.
 - Oversee and maintain all associated paperwork to ensure school compliance with all applicable state and federal laws and regulations related to student services.

- **Personnel Management and Development**
 - School Lead of personnel (teachers and paraprofessionals) responsible for delivering supplemental support services.
 - Evaluate paraprofessionals and itinerant service providers delivering supplemental student services.
 - Co-evaluate teachers and professionals delivering support services to students.
 - Orchestrate required and necessary training and professional development to stakeholders.

- **Collaboration and Communication**
 - Work closely with teachers, staff, and administration to identify and address student needs.
 - Serve as a school liaison between students, parents, and school staff to address and resolve issues and concerns with related programs and services.
 - Create and maintain strategic partnerships with regional and community organizations to provide additional support and resources for students.

- o Collaborate with the school leadership and SI team to promote the school's student services offerings to prospective students and families.
- o Complete and maintain Program Handbooks, Manuals, and related school communications with parents and community.
- **Administrative and Compliance Responsibilities**
 - o Serve as a district representative for IEP and school meetings associated with student services.
 - o Work with school administration and business office for personnel, budgeting, and completion of required documentation and grant applications.
 - o Attend associated regional meetings, and necessary GVSU Charter School and state events to remain current with laws, regulations, and requirements of student service delivery.
- **School Climate and Safety**
 - o Active Member of School Safety, Emergency Operation Teams.
 - o Promote positive school climate and culture.
- **Miscellaneous**
 - o Comply with all school policies.
 - o Related duties as assigned by school administration.

Knowledge, Skills, and Abilities

- Comprehensive understanding of school policies, rules and regulations.
- In-depth knowledge of student support services, including Child Study, Title I, At-Risk, Special Populations, Special Education/504 Plans.
- Expertise in developing, implementing, and evaluating student services programs and strategies.
- Knowledge of state and federal laws and regulations related to student services, including compliance requirements.
- Understanding of documentation and grant application processes.
- Principles of effective personnel management, including evaluation and development of staff.
- Strong leadership skills to oversee and manage all student services programs and activities.
- Ability to design, implement, and assess the effectiveness of student support programs and services.
- Ability to identify problems and implement effective solutions to support student success.
- Ability to advocate for students' needs and promote policies that support their academic, social, and emotional well-being.
- Ability to handle sensitive information with discretion and maintain confidentiality.
- Ability to act effectively as a member of school safety and emergency operations teams.

Credentials and Experience

- Master's Degree with a Specialist Certification in student services related field of Study (i.e. Reading Specialist, EL Specialist, Special Education Specialist,) required.
- Holding state certification in School Administration and/or Special Education Supervision preferred.
- Experience in a school leadership, school directorship or lead teacher position in a student services related position preferred.

Physical Demands / Work Environment

- Office Setting
 - Majority of the work is performed in an office environment.
 - Use of computer and standard office equipment is required.
- Campus Presence
 - Frequent interaction with students and staff in various campus locations.
 - Attendance at school events, meetings and workshops.
- Travel
 - Occasional travel may be required for professional development or conferences.
- Mobility
 - Ability to move around the school campus.
 - Occasional lifting and carrying over materials up to 25 pounds.

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Physical Education/Health Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

The High School Instructional Teacher is a highly qualified teacher responsible for the delivery of specified course content to high school students.

Duties and Responsibilities

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

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

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

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Band Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

The High School Instructional Teacher is a highly qualified teacher responsible for the delivery of specified course content to high school students.

Duties and Responsibilities

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

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

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

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Teacher Aide/Nurse
Status: Full-time, Exempt / Part-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Teacher/Principal/CAO

Job Summary

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

Duties and Responsibilities

- Duties associated with caring for students that are wheelchair bound and have accommodations written in their Individual Education Plan (IEP).
- Assist with daily care of Diabetic students.
- Administer and track student medication.
- Discusses assigned teaching area with classroom teacher to coordinate instructional efforts
- Plans, prepares, and develops various teaching aids such as bibliographies, charts, and graphs
- Presents subject matter to students, utilizing variety of methods and techniques such as lecture, discussion, and supervised role playing
- Administers and grades examinations as needed
- Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts
- Confers with parents on progress of students

Knowledge, Skills, Abilities, & Personal Traits

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

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

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

Credentials and Experience

- Associate or Bachelor's Degree preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Business Manager
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer

Job Summary

Analyzes and organizes office operations and procedures such as bookkeeping, preparation of payrolls, personnel, information management, filing systems, requisition of supplies, and other school administrative & compliance services.

Duties and Responsibilities

- Manages day-to-day flow of the Business Office, including AP, AR, student, staff & class accounts
- Pay vendors on a timely basis (weekly)
- Produce monthly financial statements by the 10th working day of each month including but not limited to:
 - Income Statement (budget vs. actual & month vs. ytd)
 - Balance Sheet
 - Bank Reconciliations for all cash accounts
 - Accounts Receivable analysis
 - Staff budget reports
 - Narrative Summary
- Prepare yearly budgets in partnership with CAO
- Prepare for audits
- Maximizes office productivity through proficient use of appropriate software applications
- Develops school budget and initiates cost reduction programs
- Reviews clerical and personnel records to ensure completeness, accuracy, and timeliness
- Prepares reports for guidance of management & board
- Prepares & submits reports for state compliance
- Attend board meetings on a regular basis
- Researches and develops resources that create timely and efficient workflow
- Establishes uniform correspondence procedures and style practices
- Formulates procedures for systematic retention, protection, retrieval, transfer, and disposal of records
- Coordinates activities of various clerical departments or workers within department
- Maintains contact with students, parents, staff and outside vendors

Knowledge, Skills, Abilities, & Personal Traits

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

competencies:

- ***Problem Solving***
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics
- ***Project Management***
 - Develops project plans
 - Communicates changes and progress
 - Completes projects on time and budget
 - Manages project team activities
- ***Customer Service***
 - Manages difficult or emotional student situations
 - Responds promptly to students, parent, and staff needs
- ***Team Work***
 - Exhibits objectivity and openness to others' views
 - Gives and welcomes feedback
 - Contributes to building a positive staff spirit
 - Able to build morale and group commitments to goals and objectives
 - Supports everyone's efforts to succeed
 - Recognizes accomplishments of other team members
- ***Managing People***
 - Includes staff in planning, decision-making, facilitating and process improvement
 - Makes self available to staff
 - Provides regular performance feedback
 - Solicits and applies customer feedback (internal and external)
 - Improves processes, products and services
- ***Dependability***
 - Responds to management direction
 - Takes responsibility for own actions and keeps commitments
 - Commits to long hours of work when necessary to reach goals
 - Completes tasks on time or notifies appropriate person with an alternate plan

Credentials and Experience

- Bachelor's degree in Accounting or Finance from four-year college or university preferred
- 2 – 3 years related experience
- Knowledge of Generally Accepted Accounting Principals (GAAP)

- Knowledge of Michigan public school financial reporting
- Criminal Justice Fingerprint/Background Clearance
- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Facilities Director
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer (CAO)

Job Summary

Oversees all functions and operations related to the upkeep, repair, and improvement of facilities and grounds; upgrades the effectiveness and efficiency of maintenance and custodial staff. Helps plan and oversee the budgets for capital outlay projects and other assignments as directed by the Chief Administrative Officer (CAO).

Duties and Responsibilities

- Assign jobs to specific personnel and provide coordination among maintenance functions
- Ensure that safety practices are followed
- Assist in all work areas when and where needed
- Direct the work of assigned maintenance personnel
- Perform energy management setup changes
- Pick up surplus property and process for auction or disposal
- Provide advisory assistance in regard to equipment and facility needs and conditions
- Supervise and train the maintenance personnel for maximum productivity
- Inspect school and grounds on a regular basis to ensure a safe and desirable condition for learning
- Maintain all equipment manuals, equipment warranties, and tool inventories
- Review work orders to ensure proper documentation and obtain receipts to be submitted to Office Manager for all expenditures
- Establish and evaluate the preventive maintenance program
- Develop and update site plans showing utilities that serve the school or are on School Board property
- Direct employees in the use of safety equipment and procedures
- Demonstrate initiative in the performance of assigned responsibilities
- Ensure adherence to good safety standards
- Model and maintain high ethical standards
- Follow attendance, punctuality and proper dress rules
- Maintain confidentiality regarding school/workplace matters
- Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment
- Participate successfully in the training programs offered to increase skill and proficiency related to assignment

Knowledge, Skills, Abilities, & Personal Traits

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

competencies:

- **Language Ability:**
 - Ability to read and comprehend simple instructions, short correspondence, and memos
 - Gather Information in one-on-one, from small group situations, and from other individuals within the organization
 - Reliable Transportation
- **Problem Solving:**
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics
- **Project Management**
 - Develops project plans
 - Coordinates projects
 - Communicates changes and progress
 - Completes projects on time and budget
 - Manages project team activities
- **Reasoning Ability:**
 - Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions
 - Ability to deal with problems involving a few concrete variables in standardized situations
- **Managing People**
 - Includes staff in planning, decision-making, facilitating and process improvement
 - Makes self available to staff
 - Provides regular performance feedback
 - Solicits and applies customer feedback (internal and external)
 - Improves processes, products and services

Credentials and Experience

- High school diploma or General Education Degree (GED)
- One to three months related experience and/or training, or equivalent combination of education and experience
- Criminal Justice Fingerprint/Background Clearance

Physical Demands/ Work Environment:

- The employee must frequently lift and/or move up to 50 pounds
- While performing the duties of this job, the employee is frequently required to walk, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, and talk or hear

- While performing the duties of this job, the employee is frequently exposed to outdoor weather conditions. The employee is occasionally exposed to extreme cold or heat
- The noise level in the work environment is usually moderate

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Administrative Support
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Business Manager/CAO

Job Summary

The basic job functions of a Front Desk Receptionist is to greet the general public, students, parents and other parties that arrive at the school in person or by phone. The most important job that the receptionist performs is to serve as the “gate keeper” to the school. See list below for job responsibilities.

Duties and Responsibilities

- Directs all incoming calls
- Directs all inquiries and visitors
- Ensures front office phone line remains as clear as possible for emergency calls
- Returns voice mail messages
- Issues tardy passes
- Manages student messages
- Manage student medical needs (medicine distribution, tracking, coordinating with parents/guardians)
- Maintains reception bulletin board
- Assists parents and students with admissions requirements/process, gives tours, sets appointment with administrator if requested
- Maintains student records to ensure completeness, accuracy, and timeliness
- Contacts parents, if needed, to acquire any missing enrollment information
- Maintains records of classroom openings and waiting lists
- Completes student reports to MDE, GVSU, Kent ISD, and Kent County in a timely manner
- Creates and disseminates communications to students and parents
- Ensures main entrance security
- Ensures front desk is continually covered during posted office hours
- Provide administrative support to CAO & Business Manager as requested
- Other duties as assigned

Knowledge, Skills, and Abilities

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

- **Problem Solving**
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully

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

Credentials and Experience

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

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Para-Professional/Teacher Aide
Status: Full-time, Exempt / Part-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Teacher/Principal/CAO

Job Summary

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

Duties and Responsibilities

- Discusses assigned teaching area with classroom teacher to coordinate instructional efforts
- Plans, prepares, and develops various teaching aids such as bibliographies, charts, and graphs
- Presents subject matter to students, utilizing variety of methods and techniques such as lecture, discussion, and supervised role playing
- Administers and grades examinations as needed
- Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts
- Confers with parents on progress of students

Knowledge, Skills, Abilities, & Personal Traits

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

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

- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- Associate or Bachelor's Degree preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

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

Job Summary

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

Duties and Responsibilities

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

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

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

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

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

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Secondary (Middle) Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

The Middle School Instructional Teacher is a highly qualified teacher responsible for the delivery of specified course content to middle school students.

Duties and Responsibilities

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

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

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

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Secondary (High School) Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

The High School Instructional Teacher is a highly qualified teacher responsible for the delivery of specified course content to high school students.

Duties and Responsibilities

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

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

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

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Resource Specialist
Status: Part-Time or Full -time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

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

Duties and Responsibilities

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

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

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

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

Physical Demands / Work Environment

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

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Guidance Counselor
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer (CAO)

Job Summary

The primary function of the school guidance counselor is to provide a comprehensive competency-based counseling program focused on the learning, personal/social and career/vocational needs of all students.

Duties and Responsibilities

- Adhere to and support board policy, school guidelines, administrative rules and directives
- Make him/herself available to all students seeking guidance and counseling services
- Advocate on behalf of the student and/or his/her family
- Take all necessary and reasonable precautions to protect students
- Facilitate outreach efforts to provide services to students, parents/guardians and staff
- Connect students, parents/guardians and staff with specialized referral agencies
- Understand, evaluate, and interpret academic performance data
- Interpret information about students to the student, their parents/guardians, and staff
- Implement individual and group counseling methods that are appropriate
- Conduct career and educational planning activities
- Participate in in-service activities promoted by the School
- Submit required reports promptly and accurately
- Create student schedules
- Perform other duties as assigned by the CAO

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs

- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

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

Physical Demands / Work Environment

- Incumbent must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

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: 3-18-25


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the BCCS Board of Directors at a properly noticed open meeting held on the 18 day of March, 2025 at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

ADMISSION OF STUDENTS

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

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

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

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

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

Adopted 5/16/17
Revised 6/26/18



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 John Krajewski, CAO / Principal
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

Administrative Guidelines Admission and Class Structure

1. Byron Center Charter School is a free public school academy open to all age-appropriate children for the grade levels offered. Byron Center Charter School does not discriminate based on race, religion, creed, color, national origin, disability, English proficiency, measures of achievement or aptitude, homeless status, intellectual or athletic ability, or any other basis that would be illegal for an existing school district.
2. Admissions shall comply with all federal and state laws.
3. Admissions shall be limited to those students who are residents of the state, except foreign exchange students.
4. The school will predetermine the eligibility of enrollment for all new students.
5. The initial deadline to submit enrollment applications for the following school year is April 15.
6. Initial determinations of student enrollment for the following year will be communicated as soon as possible, yet no later than May 1st.
 - a. Currently enrolled students who submit the re-enrollment form by the deadline (April 15) will automatically continue enrollment in BCCS for the following year.
 - b. Eligible new students will be considered for enrollment in each grade/class that does not meet the enrollment cap by the April 15 deadline.
 - c. The siblings of current students, children of staff members and current members of the Board of Education will be given priority for enrollment.
 - d. In the event the number of new student applications exceeds the enrollment cap, a random selected lottery will be used to determine new enrollees.
 - e. The lottery will be held in the school's office as soon as all student eligibility is predetermined.
 - f. The lottery will identify the order of new students enrolled and those placed on a grade-/class-level waiting list.
7. If the enrollment cap is not met with students who enrolled by the April 15 deadline, an open enrollment to new students will continue until the grade/class is full on a first come-first serve basis.
8. If the enrollment cap is met with students who enrolled by the April 15 deadline, a waiting list will be maintained in the order as determined by the lottery followed by the order of new student applicants received by the school.
9. If at any time the number of students falls below the enrollment cap, new student applicants will be offered enrollment in the order designated by the waiting list.

10. Byron Center Charter School will hold a meeting for the parents/guardians of new students who are considered as first time (new) families to BCCS in early August.
 - a. It is highly recommended that parents/guardians attend this informational meeting.
 - b. The school will send out verification letters for parents to confirm their student's enrollment with the school, so that we can secure their placement with BCCS.
11. At the start of each school year, Byron Center Charter School reserves the right to offer the slots of students enrolled to students on the waiting lists for enrollment after the second full day of school if enrolled students have not attended, and/or have not made prior arrangements for absences, and/or have not communicated their intent to remain enrolled with the school at the start of the year.

Class Structure (Enrollment Capacity)

Each K-5 grade/class will have a maximum number of 22 students, and the maximum number in grades 6-12 is 24 students. The Board of Directors may authorize the cap to be raised in extenuating circumstances.

Foreign Exchange Students

Foreign exchange students' enrollments will not exceed 2 per year and may not be counted in the class/grade numbers.

Ref: Board Policy 5111
Revised: 3/2/2020
Revised: 8/1/2021
Revised 4/1/2025



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 John Krajewski, CAO / Principal
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

STAFF AND FAMILY ENROLLMENT INITIATIVE

Purpose Statement:

To involve staff and families in the enrollment process by offering a gift card for new families enrolled in our school in time for the October count day window, and remain enrolled through the February count day.

The Plan:

- Staff and Families will receive a \$200 Gift Card for any new family that enrolls in our school, is counted on our October count day, and remains enrolled through the February count day.

Requirements:

- New family must mention on enrollment form that they were referred by you to our school
- Card will be issued by April 1st
- Family must not be of direct relation to any BCCS employee
- New family is defined as any individual student, or multiple students, who have never attended BCCS

Effective March 29, 2017
Revised January 22, 2019
Revised March 12, 2019
Revised August 22, 2024
Revised April 01, 2025

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

2025-2026

BCCS CALENDAR

(180 days / 1,098 Instructional Hours)

9930 Burlingame Ave SW, Byron Center, MI 49315

Phone:616-878-4852 Fax:616-878-7196

K - 5 grades 8:00 am - 3:00 pm / 6 - 12 grades 8:00 am - 3:00 pm

Half day dismissal time is 11:15 am

AUGUST

August 21: Open House 6:00 pm - 7:30 pm

August 25: First day of school - Half Day

August 29 - September 1: NO SCHOOL Labor Day Break

SEPTEMBER

September 1: No School - Labor Day

September 10: Picture day

OCTOBER

October 9: Half Day P/T Conferences 12:30-7pm

October 10: NO SCHOOL Staff and Students

October 24: End of 1st Quarter (42 days)

NOVEMBER

November 26 - 28: NO SCHOOL Thanksgiving Break

DECEMBER

December 22 - January 2: Winter Break

JANUARY

January 5: School Resumes

January 14, 15, 16: 6th - 12th Gr Exams - 1/2 Days All Grades

January 16: End of Semester (47 days)

FEBRUARY

February 16: NO SCHOOL - Mid Winter Break****

***May be cancelled if needed to cover snow days**

MARCH

March 5: Half Day - P/T Conferences 12:30-7pm

March 6: NO SCHOOL Staff and Students****

***May be cancelled if needed to cover snow days**

March 20: End of 3rd Quarter (43 days)

APRIL

April 3 - 10: NO SCHOOL - Spring Break

MAY

May 18 & 19: Senior Exams

May 20: Senior Graduation 7:00 pm

May 25: No School - Memorial Day

JUNE

Jun 3, 4, 5: 6th - 11th Gr Exams - 1/2 Day All Grades (48 days)

Jun 8 -12 as needed to cover cancelled days

Updated 3/18/25 - EG

July '25

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August '25

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September '25

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October '25

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November '25

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

December '25

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January '26

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

February '26

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March '26

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April '26

M	T	W	T	F
			1	2
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May '26

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June '26

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

The Academy will enroll students in kindergarten through twelfth grade that are age appropriate.

SCHEDULE 7-8

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



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Mark Kasmer, Principal
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

Byron Center Charter School is located at 9930 Burlingame SW, Byron Center, MI 49315. It is an L-shaped building with a reddish brown brick and tan siding exterior. The playground is located behind the building along with a grass playing field.



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08/05/2021 04:19 PM Fees: \$30.00
Lisa Posthumus Lyons, County Clerk/Register
Kent County, MI SEAL

MORTGAGE

BYRON CENTER CHARTER SCHOOL
as Mortgagor

to

WEST MICHIGAN COMMUNITY BANK
as Mortgagee

RELATING TO:

\$2,135,000
BYRON CENTER CHARTER SCHOOL
PUBLIC SCHOOL ACADEMY REFUNDING BOND, SERIES 2021

Dated as of July 29, 2021

Prepared by, and when recorded,
return to:
James M. Crowley, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, MI 48226

When Recorded Return To: D. TISEH
First American Title Insurance Company
National Commercial Services
900 Wilshire Drive, Suite 260
Troy, MI 48064
File No.: NCS 1017327

MORTGAGE

THIS MORTGAGE (“Mortgage”) is made as of July 29, 2021, by and between BYRON CENTER CHARTER SCHOOL, as Mortgagor (“Mortgagor”) and WEST MICHIGAN COMMUNITY BANK, as the registered owner of the Series 2021 Bond (as defined below), as Mortgagee (“Mortgagee”).

PRELIMINARY STATEMENTS

A. Mortgagor is issuing its Public School Academy Refunding Bond, Series 2021 in the aggregate principal amount of \$2,135,000 (the “Series 2021 Bond”) for the purposes set forth in the Series 2021 Bond. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Series 2021 Bond.

B. Pursuant to the Series 2021 Bond, certain State School Aid payments have been pledged and assigned by Mortgagor to Mortgagee for the payment of the principal of and interest on the Series 2021 Bond.

C. The Series 2021 Bond is further secured by a lien on and security interest in the Mortgage Estate (defined below) pursuant to this Mortgage, granted by Mortgagor.

GRANTING CLAUSES

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably grants a security interest in, mortgages, warrants, grants, bargains, sells, transfers, conveys and assigns to Mortgagee and to its assigns forever, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY, for the benefit and security of Mortgagee, under and subject to the terms and conditions hereinafter set forth, all of Mortgagor’s estate, right, title and interests in, to and under any and all of the following property now owned, together with all cash and noncash proceeds thereof, which may be referred to herein as the “Mortgaged Estate:”

LAND

The real property located in the County of Kent, State of Michigan (the “State”), described in Exhibit A attached hereto and by this reference incorporated herein (the “Land”);

IMPROVEMENTS

Any and all buildings, structures, fixtures and improvements existing or to be constructed on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements or situated thereon or on the Land, whether or not affixed thereto, and all replacements and substitutions therefor (collectively, the “Improvements” and, together with the Land, the “Real Property”);

MORTGAGE

Byron Center Charter School, Series 2021 Bond

RENTS, REVENUES AND DERIVATIVE INTERESTS

All rents, issues, profits and royalties derived from the Real Property and the operation thereof (collectively the "Revenues"); all estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Real Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Mortgagor in and to all options to purchase or lease the Real Property or any portion thereof or interest therein, and any greater estate therein now owned; all interests, estate or other claims, both in law and in equity, which Mortgagor now has in the Real Property or any portion thereof or interest therein; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; all right, title and interest of Mortgagor, now owned, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property (all of the foregoing in this paragraph being, collectively, the "Derivative Interests" and, together with the Real Property, the "Project");

INTANGIBLES

All of Mortgagor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, plans, specifications, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Project, whether now existing or entered into or obtained after the date hereof, and all existing and future names under or by which the Project or any portion thereof may at any time be operated or known (the "Intangibles");

CLAIMS AND AWARDS

All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Project or Intangibles and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project or Intangibles including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

PROCEEDS

All of the rents, revenues, issues, profits, products and proceeds of any and all of the foregoing.

A security interest is granted by this Mortgage in that portion of the Mortgaged Estate which constitutes personalty pursuant to and as set forth in Article IV hereof.

MORTGAGE

Byron Center Charter School, Series 2021 Bond

TO HAVE AND TO HOLD the Mortgaged Estate hereby granted or mortgaged or intended to be granted or mortgaged, unto Mortgagee, and its successors in trust, heirs and assigns, upon the terms, provisions and conditions set forth herein in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Secured Obligations (defined below) hereby shall be paid when due, and if Mortgagor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Mortgage expressed to be kept, performed by and observed by or on the part of Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void, but otherwise shall be and remain in full force and effect.

THIS MORTGAGE SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(i) Payment of indebtedness evidenced by the Series 2021 Bond and all replacements, renewals, amendments, extensions, substitutions and modifications thereof bearing interest and being payable as provided therein;

(ii) Performance of all obligations and covenants of Mortgagor under the Series 2021 Bond and each agreement of Mortgagor incorporated by reference therein or herein, or contained therein or herein;

(iii) Payment of all other indebtedness and performance of all other obligations and covenants of Mortgagor contained in any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby to the extent related to the Series 2021 Bond; and

(iv) Payment of all fees and expenses of Mortgagee to the extent related to the Series 2021 Bond;

The indebtedness and the obligations secured by this Mortgage which are described in (i) through (iv) above may be referred to herein as the "Secured Obligations."

It is the intention of the parties hereto that the Mortgaged Estate shall secure all of the Secured Obligations presently or hereafter owed, and that the priority of the security interest created by this Mortgage for all such Secured Obligations shall be controlled by the time of proper recording of this Mortgage. In addition, this Mortgage shall also secure unpaid balances of advances made with respect to the Mortgaged Estate for the payment of taxes, assessments, insurance premiums, costs or any other advances incurred for the protection of the Mortgaged Estate, together with interest thereon until paid, all as contemplated in this Mortgage, all of which shall constitute a part of the Secured Obligations. This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Mortgaged Estate subsequent to the date of recording of this Mortgage, that until this Mortgage is released, any debt owed by Mortgagor to the extent related to the Series 2021 Bond, including advances made subsequent to the recording of this Mortgage, shall be secured with the priority afforded this Mortgage as recorded.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Mortgaged Estate is to be held and disposed of by Mortgagee, upon and subject to the provisions of this Mortgage.

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby represents, warrants, covenants and agrees:

Section 1.01. Payment of Secured Obligations. Mortgagor hereby grants this Mortgage to secure the payment and performance when due of the Secured Obligations. The consideration received by Mortgagor to execute and deliver this Mortgage and the liens and security interests created herein is sufficient and will provide a direct economic benefit to Mortgagor.

Section 1.02. Title of Mortgagor. Mortgagor has, subject to the matters set forth as exceptions in the loan policy of title insurance to be provided to Mortgagee in connection with this Mortgage as well as those exceptions provided in the attached Exhibit B (the "Permitted Encumbrances"), in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Estate, which is free from encumbrance superior to the encumbrance of this Mortgage, and has full right, power and authority to execute and deliver this Mortgage and to make the conveyances and grant the interests and security contemplated hereby. This Mortgage constitutes a valid first lien upon and security interest in the Mortgaged Estate, subject only to the Permitted Encumbrances.

Mortgagor hereby covenants that Mortgagor shall preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever; and shall execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be required by Mortgagee to protect fully the lien of this Mortgage.

Section 1.03. [Reserved]

Section 1.04. Maintenance; Repair; Alterations. Mortgagor shall: (i) keep the Mortgaged Estate in good condition and repair, subject to reasonable and ordinary wear and tear; not remove, demolish or substantially alter (except such alterations as may be required by applicable laws, ordinances or regulations) any of the Improvements; (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Land and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, subject to the provisions of Section 1.07 hereof, and pay when due all claims for labor performed and materials furnished therefor; (iii) comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Estate or any part thereof or requiring any alterations or improvements; (iv) not commit or permit any waste or deterioration of the Mortgaged Estate; (v) keep and maintain

MORTGAGE

Byron Center Charter School, Series 2021 Bond

abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; (vi) comply with the provisions of any lease, if this Mortgage is on a leasehold; (vii) use the Mortgaged Estate and continue to cause the Mortgaged Estate to be used as permitted under applicable law; and (viii) not commit, suffer or permit any act to be done in or upon the Mortgaged Estate in violation of any applicable law, ordinance or regulation.

Section 1.05. Required Insurance. Mortgagor shall provide, maintain and keep at all times in force those policies of insurance required in the Academy's Charter Contract with its authorizing body (the "Charter Contract").

Section 1.06. Delivery of Insurance Policies; Payment of Premiums.

(a) All policies of insurance shall be issued by companies and in amounts as required by the provisions of the Charter Contract.

(b) In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee evidence of the policies of insurance required by the Charter Contract, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums, together with interest thereon, shall be secured by this Mortgage.

(c) Upon occurrence of an Event of Default, Mortgagee shall apply any sums or amounts received pursuant hereto, or as Revenues or income of the Mortgaged Estate or otherwise, as required under the Series 2021 Bond. The receipt, use or application of any such sums by Mortgagee hereunder shall not be construed to affect the maturity of any Secured Obligation or any of the rights or powers of Mortgagee under the terms of the Series 2021 Bond or any of the obligations of Mortgagor under the Series 2021 Bond. Notwithstanding the application of such sums to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused in the remaining payment thereof.

Section 1.07. Insurance Proceeds. After the occurrence of any casualty to the Mortgaged Estate or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee and each insurer and promptly submit a claim to such insurer(s) for payment of insurance proceeds. Proceeds of all insurance awards ("Insurance Proceeds") shall be held and disbursed by the Mortgagor. Notwithstanding the application of Insurance Proceeds to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused in the payment thereof.

Except as provided below, nothing contained in this Mortgage shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Estate as provided in Section 1.04 hereof. The application or release by Mortgagee of any Insurance Proceeds shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

Section 1.08. Assignment of Policies Upon Foreclosure. In the event of the foreclosure of this Mortgage, or other transfer of title to the Mortgaged Estate, or any part thereof, by nonjudicial foreclosure sale or deed in lieu of foreclosure, the purchaser of the Mortgaged Estate, or such part thereof, shall succeed to all of Mortgagor's rights, including any rights to unexpired insurance and unearned or returnable premiums, in and to all insurance policies required by Section 1.05 hereof, subject to limitations on assignment of blanket policies, and limited to such rights as relate to the Mortgaged Estate or such part thereof. If Mortgagee acquires title to the Mortgaged Estate, or any part thereof, in any manner, it shall thereupon (as between Mortgagor and Mortgagee) become the sole and absolute owner of the insurance policies, and all proceeds payable thereunder with respect to the Mortgaged Estate, or such part thereof, required by Section 1.05 hereof, with the sole right to collect and retain all unearned or returnable premiums thereon with respect to the Mortgaged Estate, or such part thereof, if any.

Section 1.09. Expenses; Indemnification; Waiver of Offset.

(a) Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all transactions contemplated by this Mortgage including without limitation, the preparation of any document reasonably required hereunder or any amendment, modification, restatement or supplement to this Mortgage, the delivery of any consent, non-disturbance agreement or similar document in connection with this Mortgage or the enforcement of any of Mortgagee's rights. Such expenses shall include, without limitation, all reasonable title and conveyancing charges, recording and filing fees and taxes, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, privilege taxes, use taxes, insurance premiums (including title insurance premiums), title search and title rundown charges, brokerage commissions, finders' fees, placement fees, court costs, surveyors', photographers', appraisers', architects', engineers', consulting professionals', accountants', and attorneys' fees and disbursements.

(b) If (i) any sale (or prerequisite to a sale), action or proceeding shall be commenced by Mortgagee (including but not limited to any sale of the Mortgaged Estate, or any action to foreclose this Mortgage or to collect the Secured Obligations), or any action or proceeding is commenced to which Mortgagee is made a party, or in which it becomes necessary to defend or uphold the rights granted by this Mortgage (including, without limitation, any proceeding or other action relating to the bankruptcy, insolvency or reorganization of Mortgagor or any other person or entity obligated hereunder), or in which Mortgagee is served with any legal process, discovery notice or subpoena, and (ii) in each of the foregoing instances such action or proceeding in any manner relates to or arises out of this Mortgage or issuance of the Series 2021 Bond or acceptance of a guaranty from a guarantor of the Secured Obligations or any of the transactions contemplated by this Mortgage and such action or proceeding does not relate to or arise out of the negligence, breach of trust or willful misconduct of Mortgagee as applicable, then Mortgagor will immediately reimburse or pay to Mortgagee all of the expenses which have been or may be incurred by Mortgagee with respect to the foregoing (including reasonable counsel fees and disbursements), together with interest thereon, and

MORTGAGE

Byron Center Charter School, Series 2021 Bond

any such sum and the interest thereon shall be included in the Secured Obligations and have the full benefit of this Mortgage, prior to any right, or title to, interest in or claim upon the Mortgaged Estate attaching or accruing to this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to sell the Mortgaged Estate, to foreclose this Mortgage, or to recover or collect the Secured Obligations, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

(c) To the extent permitted by law, Mortgagor shall indemnify and hold harmless Mortgagee, from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to this Mortgage, the Mortgaged Estate or the occupancy, ownership, maintenance or management of the Mortgaged Estate by Mortgagor, including, without limitation, any claims based on the alleged acts or omissions of any employee or agent of Mortgagor except for such damages incurred due to the negligence, breach of trust or willful misconduct of Mortgagee or its affiliates, directors, officers, agents or employees. This indemnification shall be in addition to any other liability which Mortgagor may otherwise have to Mortgagee.

(d) Mortgagor waives any and all right to claim or recover against Mortgagee for loss of or damage to Mortgagor, the Mortgaged Estate, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage except for such damages incurred due to the negligence, breach of trust or willful misconduct of Mortgagee.

(e) All sums payable by Mortgagor under this Mortgage shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Secured Obligations of Mortgagor hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Estate or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. To the extent permitted by law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation. Notwithstanding the above, Mortgagor may maintain a separate suit regarding such matters.

Section 1.10. Taxes and Impositions.

(a) Mortgagor agrees to pay, prior to delinquency, all real and personal property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Mortgaged Estate or any part thereof, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Estate, or any part thereof, or upon any personal property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions").

(b) Subject to the applicable State law provisions, Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings.

(c) Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Estate as a single lien.

Section 1.11. Utilities. Mortgagor shall pay when due all utility charges which are incurred for the benefit of the Mortgaged Estate or any part thereof or which may become a charge or lien against the Mortgaged Estate for gas, electricity, water or sewer services furnished to the Mortgaged Estate and all other taxes, assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.12. Actions Affecting Mortgaged Estate. Mortgagor shall appear in and contest any action or proceeding purporting to affect the title of Mortgagor in the Mortgaged Estate or any part thereof or security hereof or the rights or powers of Mortgagee; and Mortgagor shall pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Mortgagee may appear.

Section 1.13. Actions by Mortgagee To Preserve Mortgaged Estate. Should Mortgagor fail to make any payment or to do any act as and in the manner provided in this Mortgage, Mortgagee, without notice to, or demand upon, Mortgagor and without releasing Mortgagor from any Secured Obligation, may make or do the same in such manner and to such extent as Mortgagee, may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have, and is hereby given the right, but not the obligation: (i) to enter upon and take possession of the Mortgaged Estate; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Estate which it may consider necessary or proper to keep the Mortgaged Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee shall affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (v) in

exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Any such costs and expenses incurred by Mortgagee and any such amounts paid by Mortgagee shall be secured hereby with the same priority afforded this Mortgage as recorded. Mortgagor shall immediately upon demand therefor by Mortgagee pay all of the foregoing costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees provided, however, that Mortgagor shall not be liable to pay for any such costs or expenses incurred by Mortgagee due to the gross negligence, willful misconduct or breach of trust of Mortgagee or its affiliates, directors, officers, agents or employees.

Section 1.14. Survival of Warranties. Mortgagor shall fully and faithfully satisfy and perform the Secured Obligations. All representations, warranties and covenants of Mortgagor contained herein shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

Section 1.15. Eminent Domain. Should the Mortgaged Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee. Mortgagee may participate in any such Condemnation proceedings, and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceedings and shall consult with Mortgagee and cooperate with them in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or proceeds of sale in lieu of Condemnation with respect to the Mortgaged Estate and all judgments, decrees and awards for injury or damage to the Mortgaged Estate or any part thereof or interest therein shall be paid to Mortgagor or Mortgagee and shall be applied first to all reasonable costs and expenses incurred by Mortgagee, if any, in obtaining the proceeds. The balance of proceeds, if any, shall be paid to the Mortgagor.

Mortgagor hereby assigns and transfers to Mortgagee, and agrees to execute such further assignments of, all such proceeds, judgments, decrees and awards as Mortgagee may request. Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, and with notice to Mortgagor, on Mortgagor's behalf, or on behalf of the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor. Mortgagee shall not be, in any event or circumstance, liable or responsible for failure to collect or exercise diligence in the collection of any proceeds, judgments, decrees or awards unless such failure is due to Mortgagee's negligence, willful misconduct or breach of trust.

Section 1.16. Additional Security. In the event Mortgagee at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereunder.

Section 1.17. Additional Indebtedness. Except for the Permitted Encumbrances, Mortgagor shall not further encumber the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the Uniform Commercial Code in effect in the State, the "UCC").

Section 1.18. Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The covenants and agreements of Mortgagor contained herein shall apply to and be binding upon any successor owner of the Mortgaged Estate or any part thereof.

Section 1.19. Inspections. Mortgagee or their agents, representatives or workmen are authorized to enter upon notice of two Business Days to Mortgagor at any reasonable time upon or in any part of the Mortgaged Estate for the purpose of inspecting the same and all books, records and documents relating thereto.

Section 1.20. Liens. Mortgagor shall pay and promptly discharge, at Mortgagor's sole cost and expense, all liens, encumbrances and charges upon the Mortgaged Estate, or any part thereof or interest therein other than the Permitted Encumbrances. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall thereafter diligently and in good faith proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either, by paying the amount claimed to be due, or by procuring the discharge of such lien, either, by depositing in court a bond in the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any cost incurred by Mortgagee in connection with any such payment or discharge shall be secured hereby and shall be immediately due and payable without notice or demand.

Section 1.21. Restrictions Affecting Title. Mortgagor shall perform when due all obligations required to be performed by Mortgagor by the provisions of any agreement affecting title to the Mortgaged Estate or any part thereof.

Section 1.22. Further Assurances. Mortgagor shall, upon the execution and delivery hereof and thereafter from time to time, take such actions as Mortgagee may request to cause this Mortgage, each supplement and amendment to such instrument and financing statements with respect thereto and each instrument of further assurance (collectively, the "Recordable Documents") to be filed, registered and recorded as may be required by law and maintain the first lien or security interest, as applicable, hereof upon the Mortgaged Estate and protect the validity of the Recordable Documents. Mortgagor shall take all action and do all things which it is authorized by law to take and do, and cooperate with Mortgagee as Mortgagee deems

necessary or desirable, to insure the release of all encumbrances against the Mortgaged Estate, except the Permitted Encumbrances, existing prior to the date hereof.

So long as any Secured Obligations shall remain unpaid, Mortgagor shall execute, acknowledge, where appropriate, and deliver from time to time promptly at the request of Mortgagee all such instruments and documents as in the opinion of Mortgagee are necessary or desirable to preserve the first priority lien created by this Mortgage. If Mortgagor shall fail or refuse to execute, acknowledge, where appropriate, and deliver such instruments and documents to preserve the first priority lien created by this Mortgage within 10 Business Days following a written request by Mortgagee, Mortgagor irrevocably constitutes and appoints Mortgagee as its attorney-in-fact to execute and deliver such instruments, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

Section 1.23. Performance of Covenants; Incorporation of Representations and Warranties. Mortgagor shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Series 2021 Bond and in all of its proceedings pertaining to this Mortgage. The covenants, representations and warranties of Mortgagor set forth in the Series 2021 Bond are incorporated by reference into this Mortgage as if stated in full in this Mortgage and such representations and warranties as incorporated herein shall be deemed to have been made as of the date of this Mortgage and shall survive the execution and delivery of this Mortgage.

Section 1.24. Notification of Event of Default Under Mortgage. Mortgagor agrees to notify Mortgagee immediately in writing of any default by Mortgagor in the performance or observance of any covenant, agreement, representation, warranty or obligation of Mortgagor set forth in this Mortgage. Mortgagor shall also notify Mortgagee in writing of any event or condition which with the lapse of time or the giving of notice would constitute an Event of Default.

Section 1.25. Required Notices. Mortgagor shall notify Mortgagee within three (3) days of: (a) receipt of any notice from any governmental or quasi-governmental authority relating to the structure, use or occupancy of the Real Property or alleging a violation of any legal requirement; (b) a substantial change in the occupancy or use of all or any part of the Real Property; (c) receipt of any notice from the holder of any lien or security interest in all or any part of the Real Property; (d) commencement of any litigation affecting or potentially affecting the financial ability of Mortgagor or the value of the Real Property; (e) a fire or other casualty causing damage to all or any part of the Real Property; (f) receipt of any notice, request for information, demand letter or notification of potential liability with regard to hazardous materials or any other environmental matter affecting the Real Property or Mortgagor's interest therein; or (g) receipt of any notice of the imposition of, or of threatened or actual execution on, any lien on or security interest in all or any part of the Mortgaged Estate.

Section 1.26. Organization; Due Authorization. Mortgagor is a public school academy duly organized, validly existing and in good standing under the laws of the State and has the requisite power, authority and legal right to carry on the business conducted by it and to engage in the transactions contemplated by the Series 2021 Bond. The execution and delivery of

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the Series 2021 Bond and this Mortgage and the performance and observance of the respective provisions thereof have all been authorized by all necessary actions of Mortgagor.

Section 1.27. Liabilities; Compliance With Other Instruments. Mortgagor has no liabilities regarding the Mortgaged Estate except those hereunder and those otherwise contemplated or permitted by this Mortgage, none of which are delinquent. Mortgagor is not in default (i) in the payment of any taxes levied or assessed against it or its assets, (ii) under any applicable statute, rule, order or regulation of any governmental authority, (iii) under this Mortgage, or (iv) under any other agreement to which it is a party or by which it or any of its properties are bound.

Neither the execution and delivery of this Mortgage and the Series 2021 Bond, nor the consummation of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof, conflicts with or results or will result in a breach of any of the terms, conditions or provisions of the articles of incorporation of Mortgagor, any law, order, rule, regulation, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Mortgagor is a party or by which it or any of its properties are bound, or constitutes or will constitute a default thereunder, or result or will result in the creation or imposition of any lien of any nature whatsoever upon any of its property or assets pursuant to the terms of any such agreement or instrument except the liens created or permitted by the Series 2021 Bond.

Section 1.28. Enforceability. This Mortgage and the Series 2021 Bond have been duly executed and delivered by Mortgagor and constitute valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, except as the enforceability (but not the validity thereof) may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally.

Section 1.29. Pending Litigation. There are no proceedings pending or, to the knowledge of Mortgagor, threatened, against or affecting Mortgagor or any part of the Mortgaged Estate in any court or before any governmental authority or arbitration board or tribunal which if adversely determined would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor or the right or ability of Mortgagor to enter into this Mortgage or the Series 2021 Bond, and if any such proceedings are subsequently initiated or threatened then Mortgagor will promptly provide written notice to Mortgagee. Mortgagor is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal.

Section 1.30. Compliance With Law. Mortgagor and the Mortgaged Estate are in substantial compliance with all laws, ordinances, governmental rules or regulations to which it is subject, including, without limitation, the Occupational Safety and Health Act of 1970, the Employee Retirement Income Security Act of 1974 and all laws, ordinances, governmental rules or regulations relating to environmental protection the violation of which would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor.

Section 1.31. After-Acquired Property. The Mortgage Estate shall include the right, title and interest of Mortgagor in and to all improvements, additions and appurtenances to, the Mortgaged Estate, hereafter acquired by or released to Mortgagor. As required, Mortgagor shall execute and deliver to Mortgagee any further assurances, mortgages, grants, conveyances or assignments as Mortgagee may reasonably require to subject such property to the lien of this Mortgage.

Section 1.32. Transfer of Interests in Mortgagor or Mortgaged Estate. Except in accordance with the terms and restrictions of the Series 2021 Bond, and except for the Permitted Encumbrances, Mortgagor shall not, by operation of law or otherwise, sell, convey, alienate, transfer, grant, bargain, mortgage, encumber or assign ownership or control of all or any interest direct or indirect in Mortgagor or any part of the Mortgaged Estate or any interest therein, without the prior written consent of Mortgagee.

Section 1.33. Lease Provisions. Any lease of all or any part of the Mortgaged Estate by Mortgagor permitted under this Mortgage and the Series 2021 Bond shall contain a provision obligating such lessee to enter into a subordination, attornment and nondisturbance agreement with Mortgagee, in form and substance satisfactory to Mortgagee.

Section 1.34. Defeasance Terminates Lien. Upon defeasance of the Series 2021 Bond, the lien of this Mortgage upon the Mortgaged Estate shall cease, and Mortgagee shall execute and deliver to Mortgagor at Mortgagor's sole cost and expense all documents necessary to effect such a release.

ARTICLE II

[RESERVED]

ARTICLE III

ASSIGNMENT OF LEASES AND RENTS

Section 3.01. Assignment. As additional security for the payment of the Indebtedness, insurance premiums, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and agreement herein contained, pursuant to Act 210 of the Public Acts of Michigan of 1953, as amended, Mortgagor assigns, transfers, and sets over unto Mortgagee all of Mortgagor's estate, right, title and interest in and to (a) all present and future leases of the Mortgaged Estate or any portion thereof, all licenses and agreements relating to the management, leasing, occupancy or operation of the Mortgaged Estate, whether such leases, licenses and agreements are now existing or entered into after the date hereof ("Leases"); and (b) the rents, issues, revenues, receipts, deposits and profits of the Mortgaged Estate, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases ("Payments"). The term "Leases" shall also include all subleases and other agreements for the use or occupancy of the Real Property, all guarantees of and security for the

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tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto. This assignment shall run with the land and be good and valid as against Mortgagor or those claiming by, under or through Mortgagor, from the date of the recording of this instrument. This assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Mortgage. In the event of a sale or foreclosure, which shall result in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency. This assignment is given as collateral security only and shall not be construed as obligating Mortgagee to perform any of the covenants or undertakings required to be performed by Mortgagor contained in any such assigned leases. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall be entitled to all the rights and remedies conferred by Act 210 of the Public Acts of Michigan of 1953, as amended. Payments collected by Mortgagee subsequent to any Event of Default shall be applied at the direction of, and in such order as determined by Mortgagee, to the costs, if any, of taking possession and control of and managing the Real Property and collecting such amounts, including to reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Estate, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Estate, and the costs of discharging any obligation or liability of Mortgagor with respect to the Leases and to the sums secured by this Mortgage. MORTGAGOR HEREBY WAIVES ANY RIGHT TO NOTICE, OTHER THAN SUCH NOTICE AS MAY BE PROVIDED IN ACT 210 OF THE PUBLIC ACTS OF MICHIGAN OF 1953, AS AMENDED, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO MORTGAGEE'S EXERCISE OF ITS RIGHTS UNDER THIS MORTGAGE AND/OR THE ASSIGNMENT OF AND RENTS GRANTED TO LENDERS HEREUNDER.

Section 3.02. Rights of Mortgagee. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at any time without notice (except if required by any Applicable Law), either in person, by agent or by a court-appointed receiver, regardless of the adequacy of Mortgagee's security, enter upon and take possession and control of the Mortgaged Estate to perform all acts necessary and appropriate to operate and maintain the Mortgaged Estate, including to execute, cancel or modify the Leases, make repairs to the Mortgaged Estate, execute or terminate contracts providing for the management or maintenance of the Mortgaged Estate, all on such terms as are deemed best to protect the security of this assignment. Mortgagee and the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Estate and shall be liable to account only for those Rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Estate by reason of anything done or left undone by Mortgagee hereunder, except to the extent of Mortgagee's gross negligence or willful misconduct. Any entering upon and taking possession and control of the Mortgaged Estate by Mortgagee or the receiver and any application of Payments as provided herein shall not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee.

Section 3.03. Mortgagor's Affirmative Obligations. Mortgagor shall: (a) fulfill, perform and observe in all respects each and every condition and covenant of Mortgagor contained in any Lease; (b) give prompt notice to Mortgagee of any claim or event of default under any Lease given to or by Mortgagor, together with a complete copy or statement of any

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information submitted or referenced in support of such claim or event of default; (c) at the sole cost and expense of Mortgagor, enforce the performance and observance of each and every covenant and condition of any Lease to be performed or observed by any other party thereto, unless such enforcement is waived in writing by Mortgagee; and (d) appear in and defend any action challenging the validity, enforceability or priority of the lien created hereby or the validity or enforceability of any Lease.

Section 3.04. Negative Covenants. Mortgagor shall not, without Mortgagee's consent: (a) enter into any Lease; (b) modify or amend the terms of any Lease; (c) grant any consents under any Lease, including any consent to an assignment of any Lease, a mortgaging of the leasehold estate created by any Lease or a subletting by the tenant under any Lease; (d) terminate, cancel, surrender, or accept the surrender of, any Lease, or waive or release any person from the observance or performance of any material obligation to be performed under the terms of any Lease or liability on account of any warranty given thereunder; or (e) assign, transfer, mortgage, pledge or hypothecate any Lease or any interest therein to any party other than Mortgagee. Any lease, modification, amendment, grant, termination, cancellation, surrender, waiver or release in violation of the foregoing provision shall be null and void and of no force and effect.

Section 3.05. Effect of Assignment. The foregoing assignment shall not cause Mortgagee to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Mortgaged Estate or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; (c) responsible or liable for any waste committed on the Mortgaged Estate by the tenants under any of the Leases or any other parties, for any dangerous or defective condition of the Mortgaged Estate, or for any negligence in the management, upkeep, repair or control of the Mortgaged Estate resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; (d) responsible for or under any duty to produce rents or profits; or (e) directly or indirectly liable to Mortgagor or any other person as a consequence of the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder or to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.

ARTICLE IV

SECURITY AGREEMENT

Section 4.01. Creation of Security Interest. With respect to any portion of the Mortgaged Estate which now constitutes fixtures governed by the UCC, this Mortgage shall constitute a security agreement between Mortgagor as the debtor and Mortgagee as the secured party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Estate (such portion being the "Fixtures"). Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the UCC. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured

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party available to it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default Mortgagee should proceed to dispose of such property in accordance with the provisions of the UCC, 10 days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option, dispose of such property in accordance with Mortgagee's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the UCC.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity, or business form or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may reasonably require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Mortgaged Estate described or referred to herein.

Some of the items of the Mortgaged Estate described herein are goods that are or are to become fixtures related to the Real Property, and it is intended that as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Estate is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated in Section 6.05 of this Mortgage. The mailing address of Mortgagor, as debtor, is as stated in Section 6.05 of this Mortgage.

Section 4.02. Warranties; Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants, with respect to the Fixtures, as follows:

(a) except for the security interest granted hereby, Mortgagor is, and as to any of the Fixtures to be acquired after the date hereof will be, the sole owner of the Fixtures, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for purchase money liens and Permitted Encumbrances. Mortgagor will notify Mortgagee of and will defend the Fixtures against, all prohibited claims and demands of all persons at any time claiming the same or any interest therein;

(b) Mortgagor will not lease, sell, convey or in any manner transfer the Fixtures (except Fixtures transferred in the ordinary course of business and replaced by Fixtures of a similar nature and having at least the same value as the Fixtures replaced, and except for Permitted Encumbrances) without the prior written consent of Mortgagee;

(c) the Fixtures are not used or bought for personal, family or household purposes;

(d) the Fixtures will be kept on or at the Project and Mortgagor will not remove the Fixtures from the Project without the prior written consent of Mortgagee, except such portions or items of personal property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor with new items of equal or greater quality; and

(e) all covenants and obligations of Mortgagor contained herein relating to the Mortgaged Estate shall be deemed to apply to the Fixtures whether or not expressly referred to herein.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT

Section 5.01. Events of Default. Any one or more of the following events shall be deemed an event of default hereunder (each, an “Event of Default”):

(a) the occurrence of a default or an Event of Default by Mortgagor under the Series 2021 Bond (other than this Mortgage) subject to any applicable notice or cure periods provided therein;

(b) a default or breach of any covenant contained in Section 1.05, 1.10 or 1.25;

(c) if Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent within the meaning of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the “Bankruptcy Code”), or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and such appointment shall remain unvacated and unstayed for an aggregate of 30 days (whether or not consecutive);

(e) if a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Estate, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Mortgaged Estate or any portion thereof or interest therein and such

execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 30 days after its entry or levy;

(f) if, during the term of the Series 2021 Bond secured by this Mortgage, Mortgagor shall without the prior written approval of Mortgagee (unless permitted as provided herein) sell, convey, alienate, mortgage or encumber the Mortgaged Estate or any part thereof or any interest therein, or shall be divested of its title or any interest therein, in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Mortgagor, or if there is a transfer of a majority interest in Mortgagor in a series of transactions or as a single transaction;

(g) any assignment by Mortgagor of the whole or any part of the Revenues, issues or profits arising from the Mortgaged Estate (including, without limitation, the Revenues) to any person without the written consent of Mortgagee (unless permitted as provided herein) or if, without such consent, Mortgagor shall otherwise further encumber the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the UCC);

(h) if at any time any representation, warranty or statement made by Mortgagor in the Series 2021 Bond or any certificate delivered by Mortgagor shall be incorrect or misleading in any material respect, or any material misrepresentation shall at any time be made to Mortgagee by Mortgagor; or

(i) failure by Mortgagor to punctually perform or observe any covenant or agreement contained in this Mortgage (other than as set forth above) and such failure shall not have been cured within 30 days after written notice from Mortgagee of such failure.

Section 5.02. Acceleration Upon Default; Additional Remedies. Subject to the cure provisions of this Section 5.02, upon the occurrence of an Event of Default (which default is not cured within any applicable cure period) Mortgagee may, at Mortgagee's sole option exercised in Mortgagee's sole discretion, pursue any one or more of the following remedies:

(a) Declare all or any portion of the Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein;

(b) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Estate or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Estate, take any action described in Article II, III or IV hereof, sue for or otherwise collect the Revenues thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable

attorneys' fees, upon any Secured Obligations, all in such order as Mortgagee may determine. The entering upon and taking possession of the Mortgaged Estate, the taking of any action described in Article II, III or IV hereof, the collection of such Revenues and the application thereof as aforesaid, shall not cure or waive any default or notice of default or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Estate or the collection, receipt and application of Revenues, issues or profits, Mortgagee shall be entitled to exercise every right provided for the Series 2021 Bond or by law upon occurrence of any Event of Default, including the right to exercise the power of sale herein conferred;

(c) Commence an action to foreclose this Mortgage (either judicially or non-judicially), appoint a receiver, specifically enforce any of the covenants hereof, or sell the Mortgaged Estate pursuant to the power of sale herein conferred and in a manner provided under Michigan law;

(d) Exercise any or all of the remedies available to a secured party under the UCC, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Fixtures and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect of the Fixtures or any part thereof. In the event Mortgagee demands or attempts to take possession of the Fixtures in the exercise of any rights under the Series 2021 Bond, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Fixtures, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith;

(iii) Require Mortgagor to assemble the Fixtures or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Fixtures to Mortgagee, or an agent or representative designated by it. Mortgagee shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Fixtures at public sale, with or without having the Fixtures at the place of sale, and upon such terms and in

such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale;

(v) Unless the Fixtures are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least 10 days' prior written notice of the time and place of any public sale of the Fixtures or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth in Section 6.05 herein and shall be deemed to be given on the date of mailing thereof; and

(vi) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the remainder of the Mortgaged Estate under power of sale as provided herein upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the remainder of the Mortgaged Estate under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

(e) Exercise any other rights or remedies which may now or hereafter be available to Mortgagee under this Mortgage or the Series 2021 Bond or pursuant to applicable law or in equity; or

(f) If held by Mortgagee, surrender the insurance policies maintained pursuant to Section 1.05, collect the unearned insurance premiums and apply such sums as a credit on the Secured Obligations in such priority and proportion as Mortgagee shall deem proper, and in connection therewith, Mortgagor hereby appoints Mortgagee as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Mortgagee to collect such insurance premiums.

THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED ESTATE IN CONNECTION THEREWITH, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS THE PUBLICATION OF NOTICE IN A LOCAL NEWSPAPER AND THE POSTING OF A COPY OF THE NOTICE ON THE PREMISES. THE MORTGAGOR HERBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE OF THIS MORTGAGE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

Section 5.03. [Reserved].

Section 5.04. Appointment of Receiver. If an Event of Default (which is not cured within any applicable cure period) shall have occurred, Mortgagee as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the value of the Mortgaged Estate or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases in accordance with Michigan law and all the powers and duties of Mortgagee in case of entry as provided in Section 5.02(b) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Estate unless such receivership is sooner terminated. Mortgagee shall, in addition to and not in limitation of any of the foregoing or any other remedies provided in this Mortgage or otherwise available under applicable law, have all of the rights provided under the laws of the State.

Section 5.05. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligation hereby and to exercise all rights and powers under this Mortgage or under the Series 2021 Bond or other agreement or any laws now or hereafter in force. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Series 2021 Bond to Mortgagee or to which Mortgagee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. Mortgagee may pursue inconsistent remedies.

The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and failure of Mortgagor to pay such entire sum then due shall be and continue to be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Mortgagee shall be, at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon it, and the right to proceed with a sale under any notice of default, or an election to sell, or the right to exercise any other rights or remedies hereunder, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Mortgagee to any action or inaction of Mortgagor which is subject to written consent or approval of Mortgagee hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions or inactions.

Section 5.06. Possession of Mortgaged Estate. In the event of a trustee's sale or foreclosure sale hereunder and after the time of such sale, and Mortgagor occupies the portion of the Mortgaged Estate so sold, or any part thereof, Mortgagor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Estate so occupied, such rental to be due and payable daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Estate and premises; and this agreement and a trustee's deed shall constitute a lease and agreement under which the tenant's possession arose and continued. Nothing contained in this Mortgage shall be construed to constitute Mortgagee as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Estate pursuant to the powers granted herein.

Section 5.07. Relief from Stay. In the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, subject to court approval, Mortgagee shall thereupon be entitled and Mortgagor irrevocably consents to relief from any stay imposed by Section 362 of the Bankruptcy Code on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Series 2021 Bond and Mortgagor hereby irrevocably waives its rights to object to such relief. In the event Mortgagor shall commence a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, Mortgagor hereby agrees that no injunctive relief against Mortgagee shall be sought under Section 105 or other provisions of the Bankruptcy Code by Mortgagor or other person or entity claiming through Mortgagor, nor shall any extension be sought of the stay provided by Section 362 of the Bankruptcy Code.

Section 5.08. Cash Collateral. To the fullest extent allowed by applicable law, Mortgagor hereby acknowledges and agrees that in the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) that all of the Revenues are, and shall for purposes be deemed to be, "proceeds, product, offspring, rents, or profits" of the Project covered by the lien of this Mortgage, as such quoted terms are used in Section 552(b) of the Bankruptcy Code; (ii) that in no event shall Mortgagor assert, claim or contend that any portion of the Revenues are, or should be deemed to be, "accounts" or "accounts receivable" within the meaning of the Bankruptcy Code and/or applicable state law; (iii) that the Revenues are and shall be deemed to be in any such bankruptcy proceeding "cash collateral" of Mortgagee as that term is defined in Section 363 of the Bankruptcy Code; and (iv) that Mortgagee has valid, effective, perfected, enforceable and matured rights in and to the Revenues without any further action required on the part of Mortgagee to enforce or perfect its rights in and to such cash collateral, including, without limitation, providing notice to Mortgagor under Section 546(b) of the Bankruptcy Code.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Governing Law. This Mortgage shall be governed by the internal laws of the State without giving effect to its conflicts of law principles. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. If any conflict shall arise between the terms of this Mortgage and the Series 2021 Bond, the terms of the Series 2021 Bond shall govern.

Section 6.02. Waiver of Rights. To the extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisalment before sale of any portion of the Mortgaged Estate, or (ii) in any way extending the time for the enforcement of the collection of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting the Secured Obligations. To the full extent Mortgagor may do so under the laws of the State, Mortgagor agrees that Mortgagor will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension, redemption or homestead exemption, and Mortgagor, for Mortgagor, Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, homestead exemption, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights, remedies and defenses that Mortgagor may have or be able to assert by reason of the laws of the State pertaining to the rights, remedies and defenses of sureties. The waivers and agreements contained in this section and elsewhere in this Mortgage are given by Mortgagor knowingly and voluntarily and upon advice of counsel.

Section 6.03. Limitation of Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money to be held or otherwise, or for the performance or payment of any covenant or obligation contained herein or therein, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or thereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Mortgagee or holders of the Series 2021 Bond shall ever receive as interest under

MORTGAGE

Byron Center Charter School, Series 2021 Bond

the Series 2021 Bond or this Mortgage or otherwise anything of value which would exceed interest at the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Series 2021 Bond or on account of other Secured Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Series 2021 Bond and such other Secured Obligations, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Obligations shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such obligations until payment in full so that the rate of interest on account of Secured Obligations is uniform throughout the term thereof. The terms and provisions of this paragraph shall control all agreements between Mortgagor and Mortgagee.

Section 6.04. [Reserved]

Section 6.05. Notices. Unless otherwise required by law, whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be deemed to have been given: (a) upon receipt if sent by hand delivery; (b) one day after deposit with overnight courier; or (c) two days after deposit in the case of certified mail, postage prepaid, addressed to the following mailing addresses:

If to Mortgagor: Byron Center Charter School
 9930 Burlingame Avenue SW
 Byron Center, MI 49315
 Attention: President
 Telephone: (616) 878-4852
 Facsimile: (616) 878-1796

If to Mortgagee: West Michigan Community Bank
 5367 School Avenue
 Hudsonville, MI 49426
 Attention: Amy J. Stern
 Telephone: (616) 379-0629
 Facsimile: (616) 662-8194

Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change.

Section 6.06. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

Section 6.07. Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Mortgaged Estate, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on such obligations, whether voluntary or

under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Mortgage.

Section 6.08. Subrogation. To the extent that proceeds of the Series 2021 Bond or advances under this Mortgage are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Estate, such proceeds or advances have been or will be advanced by Mortgagee, at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released of record.

Section 6.09. Change in Ownership. If the ownership of the Mortgaged Estate or any part thereof or interest therein becomes vested in a person other than Mortgagor owning the same on the date hereof, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Secured Obligations in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Obligations. No sale of the Mortgaged Estate, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Obligations, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability, if any, of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part; provided that Mortgagor may be released from its original liability under this Mortgage upon transfer of the entire Mortgaged Estate with the written consent of Mortgagee.

Section 6.10. Assignment of Mortgagee's Interest. It is expressly agreed that any and all terms of this Mortgage, the Series 2021 Bond and all other agreements made or executed by Mortgagor or others in favor of Mortgagee, and all rights, powers, privileges, options and remedies conferred upon Mortgagee herein and therein, shall inure to and be for the benefit of, and may be exercised by, Mortgagee, and the words "Mortgagee" shall also mean and include the successor or successors and the assign or assigns of Mortgagee. Mortgagor hereby specifically grants unto Mortgagee the right and privilege, at Mortgagee's option, to transfer and assign to any third person all or any part of Mortgagee's rights to receive funds or payments hereunder.

Section 6.11. Time Is of the Essence. Time is of the essence under this Mortgage and the Series 2021 Bond.

Section 6.12. Obligations of Mortgagor. The obligations of Mortgagor to make payments hereunder and under the Series 2021 Bond and to perform and observe all agreements on its part contained herein and therein with respect thereto shall be absolute and unconditional. Until this Mortgage is terminated or payment in full of all Series 2021 Bond is made, Mortgagor (i) will not suspend or discontinue any payments under the Series 2021 Bond or neglect to perform any of its duties required thereunder or hereunder; (ii) will perform and observe all of its obligations set forth in the Series 2021 Bond and this Mortgage; and (iii) except as provided herein will not terminate the Series 2021 Bond or this Mortgage for any cause.

Section 6.13. Immunity of Individuals. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Series 2021 Bond or for any claim based thereon, this Mortgage or upon any obligation, covenant or agreement herein against any past, present or future officer, director, trustee, member, employee or agent of Mortgagor, whether directly or indirectly and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Series 2021 Bond.

Section 6.14. Supplements; Amendments. This Mortgage may be supplemented or amended by written agreement between Mortgagor and Mortgagee.

Section 6.15 Power of Attorney. Mortgagee may act as attorney-in-fact or otherwise on behalf of Mortgagor pursuant to Sections 1.22 and 5.02(f) of this Mortgage. This power of attorney is coupled with an interest, is durable and is not affected by subsequent disability or incapacity of the principal or lapse of time.

Section 6.16 Non-Merger. Should Mortgagee acquire title to the Real Property as a result of foreclosure or by conveyance from Mortgagor in lieu thereof, this Mortgage shall not merge in the fee estate of the Real Property but shall remain and continue as an existing and enforceable lien for the Secured Obligations until the same shall be released of record by Mortgagee in writing.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed on the day and year set forth in the acknowledgment attached hereto and effective on the date first written above.

BYRON CENTER CHARTER SCHOOL

By: Mark R. Kasmer
Mark R. Kasmer

Its: Chief Administrative Officer

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

Personally came before me on July 29, 2021, the above named Mark Kasmer, Chief Administrative Officer of the Board of Directors of the Byron Center Charter School, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Byron Center Charter School.

Jill Ayers
Name: Jill Ayers
Notary Public, State of Michigan
My commission expires: 2-12-2025
Acting in County of: Kent

37541743

EXHIBIT A

LEGAL DESCRIPTION

Land in the Township of Byron, Kent County, MI, described as follows:

The West 462 feet of the Southwest 1/4 of the Southwest 1/4 of Section 26, Town 5 North, Range 12 West, except the South 250 feet thereof, also except the West 33 feet thereof for highway purposes, Byron Township, Kent County, Michigan.

21-26-30-002

MORTGAGE

Byron Center Charter School, Series 2021 Bond

EXHIBIT B

PERMITTED EXCEPTIONS
AS DISCLOSED IN TITLE INSURANCE POLICY

37678689.2/159536.00002

2021 AUG 10 12:48 PM

202108100088914 Total Pages: 31
08/10/2021 02:26 PM Fees: \$30.00
Lisa Posthumus Lyons, County Clerk/Register
Kent County, MI SEAL

AFFIDAVIT OF RE-RECORDING

STATING FACTS AFFECTING REAL PROPERTY UNDER MCL 565.451a

STATE OF MICHIGAN
COUNTY OF OAKLAND

The undersigned, begin first duly sworn, deposes and states as follows:

That, I, Diane L. Tisch of First American Title Insurance Company has personal knowledge of the facts stated herein, and am competent to testify concerning such facts if called to do so.

The first page after the cover page of mortgage recorded August 5, 2021 in Instrument No. 202108050087747 was not scanned correctly for recording and was missing. The complete mortgage is attached hereto

This document is being re-recorded to correct above-referenced discrepancy.

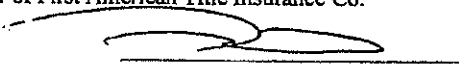
Dated: August 6, 2021



Diane L. Tisch, Escrow Officer
First American Title Insurance Co.

The foregoing instrument was subscribed and sworn to before me this 6th day of August, 2021 by Diane L. Tisch, Escrow Officer of First American Title Insurance Co.

MARIANNE D. DOWNER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 25, 2024
ACTING IN COUNTY OF *Oakland*


Notary Public
Printed Name: _____
County, State of _____
My commission expires: _____

Drafted by and Return to:
Diane L. Tisch
First American Title Co.
900 Wilshire Dr., Ste 260
Troy, MI 48084

CERTIFICATE OF USE AND OCCUPANCY

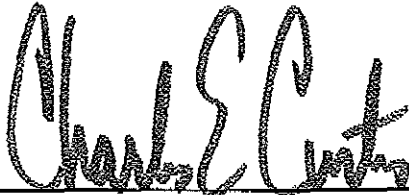
PERMANENT

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

Building Permit: B030149
Byron Center Charter School
9930 Burlingame SW
Byron Township, Michigan
Kent County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

November 4, 2010