

---

**A**

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS**

**ISSUED BY**

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**ISSUED TO**

**FOSTERING LEADERSHIP ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**FOSTERING LEADERSHIP ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2020**

---

## GENERAL INDEX

### Contract Schedules

- Schedule 1: University Board Resolutions
  - Method of Selection Resolution, dated February 13, 2020
  - Authorization Resolution, dated February 13, 2020
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
  - Schedule 7-1: Educational Goals and Programs
  - Schedule 7-2: Curriculum
  - Schedule 7-3: Staff Responsibilities
  - Schedule 7-4: Methods of Accountability and Pupil Assessment
  - Schedule 7-5: Academy's Admission Policies and Criteria
  - Schedule 7-6: School Calendar and School Day Schedule
  - Schedule 7-7: Age/Grade Range of Pupils Enrolled
  - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

**TABLE OF CONTENTS**

**ARTICLE I**

**DEFINITIONS**

Section

Section 1.1	Certain Definitions .....	1
Section 1.2	Captions .....	4
Section 1.3	Gender and Number .....	4
Section 1.4	Schedules .....	4
Section 1.5	Statutory Definitions .....	4
Section 1.6	Application .....	4
Section 1.7	Conflicting Contract Provisions .....	4

**ARTICLE II**

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

Section 2.1	Independent Status of the University .....	5
Section 2.2	Independent Status of the Academy .....	5
Section 2.3	University Board Resolutions.....	5
Section 2.4	Method for Monitoring Academy’s Compliance with Applicable Law and Performance of its Targeted Educational Outcomes .....	5
Section 2.5	University Board Administrative Fee.....	6
Section 2.6	University Board as Fiscal Agent for the Academy .....	7
Section 2.7	Authorization of Employment.....	7
Section 2.8	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University.....	7
Section 2.9	Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University .....	8
Section 2.10	Authorizing Body Contract Authorization Process .....	8
Section 2.11	University Board Approval of Condemnation .....	8
Section 2.12	Charter Schools Office Director Review of Certain Financing Transactions.....	8

**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 .....	9
-------------	---	---

Section 3.2	Other Permitted Activities .....	9
Section 3.3	Academy Board Members Serve in Their Individual Capacity .....	9

**ARTICLE IV**

**PURPOSE**

Section 4.1	Academy’s Purpose .....	10
-------------	-------------------------	----

**ARTICLE V**

**CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1	Nonprofit Corporation .....	10
Section 5.2	Articles of Incorporation .....	10
Section 5.3	Bylaws .....	10
Section 5.4	Quorum.....	10

**ARTICLE VI**

**OPERATING REQUIREMENTS**

Section 6.1	Governance Structure .....	11
Section 6.2	Contributions and Fund Raising.....	11
Section 6.3	Educational Goals and Programs.....	11
Section 6.4	Curriculum.....	11
Section 6.5	Methods of Accountability and Pupil Assessment.....	11
Section 6.6	Staff Responsibilities.....	12
Section 6.7	Admission Policy.....	12
Section 6.8	School Calendar/School Day Schedule .....	12
Section 6.9	Age/Grade Range of Pupils Enrolled .....	12
Section 6.10	Annual Financial Audit .....	12
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy’s Site Operations. ....	13
Section 6.12	Accounting Standards.....	13
Section 6.13	Placement of University Student Interns .....	14
Section 6.14	Disqualified Organizational or Contractual Affiliations .....	14
Section 6.15	Matriculation Agreements .....	14
Section 6.16	Posting of Accreditation Status .....	14
Section 6.17	New Public School Academies Located within Boundaries of a Community District .....	14
Section 6.18	Collective Bargaining Agreements.....	15

**ARTICLE VII**

**TUITION PROHIBITED**

Section 7.1 Tuition Prohibited: Fees and Expenses ..... 15

**ARTICLE VIII**

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

Section 8.1 Compliance with Part 6a of Code..... 15  
Section 8.2 Compliance with State School Aid Act..... 15  
Section 8.3 Open Meetings Act..... 15  
Section 8.4 Freedom of Information Act..... 15  
Section 8.5 Public Employees Relations Act ..... 15  
Section 8.6 Uniform Budgeting and Accounting Act ..... 15  
Section 8.7 Revised Municipal Finance Act of 2001 ..... 16  
Section 8.8 Non-discrimination..... 16  
Section 8.9 Other State Laws ..... 16  
Section 8.10 Federal Laws ..... 16

**ARTICLE IX**

**AMENDMENT**

Section 9.1 Amendments..... 16  
Section 9.2 Process for Amending the Contract..... 16  
Section 9.3 Process for Amending Academy Articles of Incorporation ..... 17  
Section 9.4 Process for Amending Academy Bylaws ..... 17  
Section 9.5 Final Approval of Amendments ..... 17  
Section 9.6 Change in Existing Law ..... 17  
Section 9.7 Emergency Action on Behalf of University Board ..... 18

**ARTICLE X**

**TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1 Grounds and Procedures for Academy Termination of Contract..... 18  
Section 10.2 Termination by University Board..... 18  
Section 10.3 Contract Suspension ..... 19  
Section 10.4 Statutory Grounds for Revocation..... 20  
Section 10.5 Other Grounds for University Board Revocation..... 20  
Section 10.6 University Board Procedures for Revoking Contract..... 21  
Section 10.7 Automatic Amendment of Contract; Automatic Termination of

	Contract if All Academy Sites Closed; Economic Hardship Termination	24
Section 10.8	Venue; Jurisdiction	25
Section 10.9	Conservator; Appointment by University President	25

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1	Grand Valley State University Faculty Employment in the Academy	26
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty	26
Section 11.3	Student Conduct and Discipline	26
Section 11.4	Insurance	26
Section 11.5	The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan	28
Section 11.6	Transportation	29
Section 11.7	Extracurricular Activities and Interscholastic Sports	29
Section 11.8	Legal Liabilities and Covenants Not to Sue	29
Section 11.9	Lease or Deed for Proposed Single Site(s)	30
Section 11.10	Occupancy and Safety Certificates	30
Section 11.11	Criminal Background and History Checks; Disclosure of Unprofessional Conduct;	30
Section 11.12	Special Education	30
Section 11.13	Deposit of Public Funds by the Academy	31
Section 11.14	Nonessential Elective Courses	31
Section 11.15	Educational Service Provider Agreements	31
Section 11.16	Required Provisions for Educational Service Provider Agreements	31
Section 11.17	Additional Requirements for ESP Agreements	33
Section 11.18	Incompatible Public Offices and Conflicts of Interest Statutes	33
Section 11.19	Certain Familial Relationships Prohibited	33
Section 11.20	Academy Board Legal Counsel	34
Section 11.21	Dual Employment Positions Prohibited	34
Section 11.22	Oath of Public Office	34
Section 11.23	Information Available to the Public and University	34
Section 11.24	Administrator and Teacher Evaluation Systems	34
Section 11.25	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence	34
Section 11.26	Student Privacy	35
Section 11.27	Disclosure of Information to Parents and Legal Guardians	35
Section 11.28	List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian	36
Section 11.29	Partnership Agreement	37
Section 11.30	Statewide Safety Information Policy	37
Section 11.31	Criminal Incident Reporting Obligation	37

Section 11.32	Academy Emergency Operations Plan .....	37
Section 11.33	School Safety Liaison.....	38
Section 11.34	New Building Construction or Renovations.....	38
Section 11.35	Annual Expulsion Report and Website Report on Criminal Incidents.....	38
Section 11.36	K to 3 Reading.....	38

**ARTICLE XII**

**GENERAL TERMS**

Section 12.1	Notices .....	39
Section 12.2	Severability .....	39
Section 12.3	Successors and Assigns .....	39
Section 12.4	Entire Contract.....	39
Section 12.5	Assignment .....	39
Section 12.6	Non-Waiver .....	39
Section 12.7	Indemnification.....	40
Section 12.8	Construction .....	40
Section 12.9	Force Majeure.....	40
Section 12.10	No Third Party Rights .....	40
Section 12.11	Non-agency.....	40
Section 12.12	Governing Law .....	40
Section 12.13	Counterparts .....	41
Section 12.14	Term of Contract .....	41
Section 12.15	Survival of Provisions .....	41
Section 12.16	Termination of Responsibilities .....	41
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract .....	41
Section 12.18	University Board or CSO General Policies on Public School Academies Shall Apply.....	41

[INTENTIONALLY LEFT BLANK]

## 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 Fostering Leadership Academy (the “Academy”), to be effective July 1, 2020, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

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

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **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. To the extent applicable, the pupil performance of the Academy shall be assessed using both the mathematics and reading portions of the approved Michigan state assessment. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Eighth (K-8) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### TUITION PROHIBITED

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

## ARTICLE VIII

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX**

### **AMENDMENT**

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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) 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. 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 11.30. 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 11.31. 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 11.32. 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 11.33. 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 11.34. 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 11.35. 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 11.36. 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:

Fostering Leadership Academy  
26645 W. Six Mile Road  
Redford, MI 48240

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, 2020, and shall remain in full force and effect for seven 7 years until June 30, 2027, unless sooner revoked or terminated according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.8, Section 12.7, and Section 12.10, and any other provision of this

Contract that by their sense and context are intended to survive termination of this Contract shall survive.

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

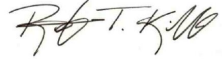
Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code, and Applicable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

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

**[INTENTIONALLY LEFT BLANK]**

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

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

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

FOSTERING LEADERSHIP ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



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

Authorization of Fostering Leadership Academy, Redford (7 years)

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Fostering Leadership Academy (“Academy”), located at 26645 W. Six Mile Road, Redford, MI 48240, submitted under Section 502 of the Revised School Code, meets the Board of Trustees’ requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy’s Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not

required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated
  
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.
  
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
  
10. Quorum: In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

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:

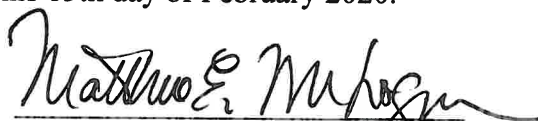
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

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:

Eric Doeh	1 year term expiring June 30, 2021
Zackary Hugg	2 year term expiring June 30, 2022
Van Nguyen	2 year term expiring June 30, 2022
Daniel West	3 year term expiring June 30, 2023
Elizabeth Whittaker-Walker	3 year term expiring June 30, 2023

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

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



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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES</b>		
Date Received	(FOR BUREAU USE ONLY)	
	\$20 rec 5/7/20 check 10634 Trans 24234099	
<b>JUN 11 2020</b>	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name		
Address		
City Code	State	Zip
<b>FILED</b> <b>JUN 11 2020</b> ADMINISTRATOR CORPORATIONS DIVISION EFFECTIVE DATE:		

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

**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 Articles:

**ARTICLE I**

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

**ARTICLE II**

The purposes for which the corporation is organized are:

- Specifically, the corporation is organized for the purposes of operating as a public school

TM

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.
  - a. If organized on a nonstock basis, the description and value of its real property assets are none.
  - b. The description and value of its personal property assets are none.
  - c. 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.
  - d. The corporation is organized on a Directorship basis.

### ARTICLE IV

1. The name of the resident agent at the registered office is Kevin Roach.
2. The address of the registered office is 26645 W. 6 Mile Rd., Redford, Michigan 48240.

### ARTICLE V

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

Name	Residence or Business Address
<u>Eric Doeh, 707 West Milwaukee Ave., Detroit, MI 48202</u>	
<u>Zackery Hugg, 201 W. Big Beaver Rd., Suite 500, Troy, MI 48084</u>	
<u>Van Nguyen, 18600 Haggerty Rd., Livonia, MI 48152</u>	
<u>Dan West, 33300 Five Mile Rd., Suite 212, Livonia, MI 48154</u>	
<u>Elizabeth Whittaker-Walker, 20210 Rodeo Ct., Southfield, MI 48075</u>	

## ARTICLE VI

The corporation is a governmental entity.

## ARTICLE VII

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

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

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

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

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

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

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.
5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony

- e. Ceases to be qualified
- f. Is incapacitated

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

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

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

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

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

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

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

renegotiate, or settle such agreements as needed; and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

#### **ARTICLE VIII**

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

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

#### **ARTICLE IX**

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

#### **ARTICLE X**

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

#### **ARTICLE XI**

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

#### **ARTICLE XII**

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

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

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

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

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

### **ARTICLE XIII**

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

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

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

### **ARTICLE XIV**

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

### **ARTICLE XV**

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

I, (We), the incorporator(s) sign my (our) name(s) this 28<sup>th</sup> day of May, 2020.

Zackery Hugg  
[name of incorporator(s)] Zackery Hugg

Van Nguyen  
[name of incorporator(s)] Van Nguyen

Daniel West  
[name of incorporator(s)] Daniel West

Elizabeth Whittaker-Walker  
[name of incorporator(s)] Elizabeth Whittaker-Walker

Eric Doeh  
[name of incorporator(s)] Eric Doeh

\_\_\_\_\_  
[name of incorporator(s)]

**SCHEDULE 3**

**BYLAWS**

**FOSTERING LEADERSHIP ACADEMY**

**BY LAWS**

**TABLE OF CONTENTS**  
**BY LAWS**

	<u>Page</u>
Article I. Name of PSA .....	1
Article II. Form of Academy .....	1
Article III. Offices.....	1
1. Principal Office.....	1
2. Registered Office .....	1
Article IV. Board of Directors.....	1
1. General Powers .....	1
2. Method of Selection and Appointment.....	2
3. Conservator; Appointment by University President.....	4
4. Compensation .....	5
Article V. Meetings.....	5
1. Regular Meetings .....	5
2. Special Meetings.....	5
3. Notice; Waiver .....	5
4. Open Meetings Act .....	5
5. Presumption of Assent .....	5
Article VI. Committees .....	5
1. Committees .....	5
Article VII. Officers of the Board .....	6
1. Number .....	6
2. Election and Term of Office .....	6
3. Removal .....	6
4. Vacancies .....	6
5. President.....	6
6. Vice-President.....	6
7. Secretary .....	6
8. Treasurer .....	7
9. Assistants and Acting Officers.....	7
10. Salaries.....	7

11. Filling More than One Office .....	7
Article VIII. Contracts, Loans, Checks, and Deposits; Special Corporate Acts.....	7
1. Contracts .....	7
2. Loans.....	8
3. Checks, Drafts, etc. ....	8
4. Deposits.....	8
5. Voting of Securities Owned by this Corporation.....	8
6. Contracts between Corporation and Related Persons .....	8
Article IX. Indemnification .....	9
Article X. Fiscal Year, Budget and Uniform Budgeting and Accounting .....	9
Article XI. Seal.....	9
Article XII. Amendments .....	10
Certification .....	10

**BYLAWS  
OF  
FOSTERING LEADERSHIP ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Fostering Leadership Academy (The “Academy”).

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

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

Section 2. Registered Office. The registered office of the Academy shall be 26645 W. 6 Mile., Redford, MI 48240. The registered agent is Methodist Children’s Home Society. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

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

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

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

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

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

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

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

the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

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

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

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

8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be a minimum of five (5) and not to exceed 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 27<sup>th</sup> day of April 2020.

\_\_\_\_\_  
Board Secretary



**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## SCHEDULE 4

### FISCAL AGENT AGREEMENT

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

#### Preliminary Recitals

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

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

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

### ARTICLE I

#### DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

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

## ARTICLE III

### STATE DUTIES

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

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

## ARTICLE IV

### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

BY: Deborah M. Roberts  
Deborah M. Roberts, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: April 28, 2020

LAN01\148342.1  
IDLWCW

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2020 – June 30, 2021**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 11	Board Adopted 2020-2021 School Calendar/School Day Schedule.	CSO
July 11	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2020-2021.	CSO
July 11	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2020-2021.	CSO
July 11	Copy of Notice of Public Hearing for Annual Operating Budget for 2020-2021.	CSO
July 11	Budgeted Enrollment Number for 2010-2021.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2019-2020 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2020-2021. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2020-2021.	CSO
August 3	Board Designated Legal Counsel for 2020-2021	CSO
August 3	School Safety Liaison for 2020-2021.	CSO
August 15	Special Education Data Report; Special Education Procedures; Section 504 Data Report. Use GVSU Templates located within the task in Epicenter.	CSO
August 29	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	GVSU Check Directions (Where do we send checks for the 2020-2021 year?).	CSO
September 6	Updated Waitlist Number for 2020-2021.	CSO
September 6	Board approved Student Handbook 2020-2021.	CSO
September 6	Board approved Employee Handbook 2020-2021.	CSO
September 6	<del>Copy of School Improvement Plan covering 2020-2021 academic year.</del> * Not required for 2020-2021 school year.	CSO
September 6	School Information Update- See Epicenter Task for template.	CSO
September 6	School Contacts Update Certification.	CSO
October 3	Completed PSA Insurance Questionnaires. See Epicenter Task for template.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2020.	CSO
October 3	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information).	CSO
October 11	Unaudited Count Day Submission.	CSO
October 11	Criminal History Record Registration- New Schools.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2020 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 30	Audited Financial Statements for fiscal year ending June 30, 2020. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 30	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2020, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 30	Annual A-133 Single Audit for year ending June 30, 2020, is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
October 30	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Special Education Population Data request sheet.	CSO
December 13	Transparency Page Update Certification.	CSO
January 10	Hylant Insurance Policy Submission.	CSO
January 13	Staff Roster (GVSU Format).	CSO
January 13	School Contacts Update Certification.	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check <a href="http://mischool.net">mischool.net</a> for the updated templates, or find them in the Epicenter Task.	CSO
February 21	Unaudited Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 1	Special Education: Maintenance of Effort (MOE) Eligibility Test submitted through Catamaran. Please download PDF or Excel and submit.	CSO
April 27	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2020-2021. Must include board approved offered seat schedule.	CSO
June 4	Certificate of Boiler Inspection covering years 2021-2022.	CSO
June 27	Waitlist for 2021-2022.	CSO
June 27	Number of graduates in Class of 2021. Enter directly into Epicenter.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 27	Amount of scholarship dollars received for class of 2021. Enter directly into Epicenter.	CSO
June 27	Board Approved Amended Budget for 2020-2021 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2020-2021 Log of emergency drills, including date, time and results. See Epicenter Task for template.	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2021, independent financial audit.	CSO
June 27	Food service license expiring 04/30/2021.	CSO
June 27	Special Education Population Data request sheet.	CSO

### **Ongoing Reporting Requirements July 1, 2020 – June 30, 2021**

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2019-2020 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
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, 2020 – June 30, 2021**

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

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

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

## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2020 – June 30, 2021

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
August	4094 Transportation Report from 18-19.	CEPI (online)
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
Sept.	*Special Education Findings – Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required. Corrective Action	Catamaran
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	<b>Special Education Count on MI-CIS.</b> Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
<b>January</b>	<b>*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.</b>	<b>Catamaran</b>
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid	Local Health Dept.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	allocation can be assessed if the immunization rate is not at 90% or above.	
Feb	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
<b>March</b>	<b>Special Education: Maintenance of Effort (MOE) Eligibility Test.</b>	<b>Catamaran (online)</b>
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
<b>May</b>	<b>*Special Education Findings – May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review and completion of corrective actions as required.</b>	<b>Catamaran</b>
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI
<b>June</b>	<b>4107 – Bus inventory</b>	<b>CEPI (online)</b>

\*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=/>

**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”

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

## SCHEDULE 7-1

### EDUCATIONAL GOALS

**Phases.** Each student enrolled at the school shall annually be classified by the school based on the phase of learning that the student is in. Phases are defined as follows:

Phase 0	Phase 1	Phase 2
<ul style="list-style-type: none"> <li>• Student has enrolled at the school, but has not little to no live attendance (&gt;20%).</li> <li>• Student has either not engaged or has minimally engaged in the school’s online course platform, if any.</li> </ul>	<ul style="list-style-type: none"> <li>• Student sporadically attends the school (20-65%).</li> <li>• External barriers sometimes negatively affect academic success.</li> </ul>	<ul style="list-style-type: none"> <li>• Student regularly attends the school (66% or more).</li> <li>• Student is earning credits at a pace of 4 credits/year or more.</li> <li>• Student regularly engages in and completes coursework through the school’s online course platform, if any.</li> <li>• Student exhibits positive behaviors, mindsets that align with academic success regardless of external barriers.</li> </ul>

**Phase Goals.** The following goals are established for each phase of student learning:

Domain	Phase 0 Target	Phase 1 Target	Phase 2 Target
<b>Student Growth</b>	Not factored into goal calculation	65% of students show positive RIT growth in reading and math, as measured by the NWEA MAP Growth	65% of students meet their annual RIT growth target in reading and math, as measured by the NWEA MAP Growth
<b>Student Progress for High School Students</b>	65% of students earn at least 2.0 credits during the academic year	65% of students either earn 3-5.5 credits during the academic year or graduate.	65% of students either earn 6.0 or more credits during the academic year or graduate.
<b>Student Progress for Students in Grades K through 8</b>	Not factored into goal calculation	Not factored into goal calculation	50% of students meet or exceed the proficiency levels in English language arts and math of select peer schools as measured by the M-STEP and PSAT 8/9, as applicable.
<b>Student Engagement</b>	70% of students engage at a rate between 25% and 49%. Engagement may include in-person attendance, participation in the school’s online course platform, if any, or otherwise participating in support systems offered by the school.	70% of students engage at a rate between 50% and 79%. Engagement may include in-person attendance, participation in the school’s online course platform, if any, or otherwise participating in support systems offered by the school.	70% of students engage at a rate of greater than 80%. Engagement may include in-person attendance, participation in the school’s online course platform, if any, or otherwise participating in support systems offered by the school.
<b>Phase Movement</b>	65% of students move up at least one phase during the academic year, maintain Phase 2 status, and/or graduate.		

**Evaluation.** The rubric that will be used to assess these goals is as follows:

Domain	Meets	Partially Meets	Does Not Meet
<b>Student Growth (NWEA MAP Growth)</b>	School meets growth targets for all phases.	School meets growth targets for the majority of phases.	School does not meet growth targets for the majority of phases.
<b>Student Progress</b>	School meets student progress targets for all phases.	School meets student progress targets for the majority of phases.	School does not meet student progress targets for the majority of phases.
<b>Student Engagement</b>	School meets student engagement targets for all phases.	School meets student engagement targets for the majority of phases.	School does not meet student engagement targets for the majority of phases.

Date: 06/03/2020

Zackery Hugg  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the FLA Board of Directors at a properly noticed open meeting held on the 03 day of June, 2020, at which a quorum was present.

Jan Nguyen  
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 Programming:

- Elevate Science Middle Grades
- enVisionmath 6-8
- MyPerspectives English Language
- SuccessMaker (Digital intervention component for Math & ELA)
- myWorld Interactive American History
- myWorld Interactive World Geography
- myWorld Interactive World History



Q4	26	Informational Text:  Literary Nonfiction	Craft & Structure	Structure & overall meaning	RI 5	Research to Build and Present Knowledge	Short Research Projects	Investigation of several sources	W7	Presentation of Knowledge and Ideas	Present Claims & Findings	Emphasize points clearly with facts, details, and examples.	SL 4	Vocabulary Acquisition & Use	(Previous page)	Verify meanings of words.	4d
	27			Author's point of view	RI 6										Gathering Information From Multiple Sources	Assessing credibility; paraphrasing; plagiarism	W8
	28		Integration of Knowledge and Ideas	Different mediums	RI 7		Evidence to Support Research, Reflection, & Analysis	Apply 7th grade reading standards	W 9a		Adapt Speech to Tasks and Contexts	Using formal speech when appropriate	SL 6				
	29			Arguments & specific claims	RI 8										Range of Writing	Writing Routinely Over Long and Short Time Frames	Discipline-specific tasks, purposes, and audiences
	30		Range of Reading & Level of Text Complexity	Read & comprehend literary nonfiction texts at grade level	RI 10	W 9b	Distinguish among association of words with similar definitions	5c									
	31								Presentation of events		RI 9						
	32		RI 10														
	33			RI 10													
	34		RI 10														
	35			RI 10													
36	RI 10																



FLA Science Curriculum Map				
2020-2021				
6th-8th Grade				
	Week	Unit	Big Idea	Standard
Q1	1	Physical Science	Structure & Properties of Matter	PS1-1, PS1-3
	2			PS1-4
	3		Chemical Reactions	PS1-2, PS1-5
	4			PS1-6
	5		Forces & Interactions	PS2-1, PS2-2
	6			PS2-3, PS2-4
	7			PS2-5
	8		Energy	PS3-1, PS3-2
	9			PS3-3, PS3-4
10	PS3-5			
Q2	11	Waves & Electromagnetic Radiation	PS4-1, PS4-2	
	12		PS4-3	
	13		Structure, Function, & Information Processing	LS1-2, LS1-2
	14	LS1-3, LS1-8		
	15	Matter & Energy in Organisms & Ecosystems	LS1-6, LS1-7	
	16		LS2-1, LS2-3	
	17		LS2-4	
	18		Interdependent Relationships in Ecosystems	LS2-2, LS2-5
Q3	19	Growth, Development, & Reproduction of Organisms	LS1-4, LS1-5	
	20		LS3-1	
	21		LS3-2, LS4-5	
	22	Natural Selections & Adaptations	LS4-1, LS4-2	
	23		LS4-3, LS4-4	
	24		LS4-6	
	25	Space Systems	ESS1-1, ESS1-2	
26	ESS1-3			
27	History of Earth	ESS1-4, ESS2-2		
28		ESS2-3		
Q4	29	Earth's Systems	ESS2-1, ESS2-4	
	30		ESS3-1	
	31		ESS2-5, ESS2-6	
	32	Weather & Climate	ESS3-5	
	33	Human Impacts	ESS3-2, ESS3-3	
	34		ESS3-4	
	35	Engineering & Technology	Engineering Design	ETS1-1, ETS1-2
	36			ETS1-3, ETS1-4

FLA Social Studies Curriculum Map											
2020-2021											
		6th Grade: World Geography			7th Grade: World History & Geography			8th Grade: Integrated U.S. History			
	Week	Unit	Big Idea	Standard	Unit	Big Idea	Standard	Unit	Big Idea	Standard	
Q1	1	The World in Spatial Terms	Spatial Thinking	G1.1.1, G1.1.2	The World in Spatial Terms:  Historical Habits of Mind	Temporal Thinking	H1.1.1, H1.1.2	Foundations in U.S. History & Geography- Eras 1 & 2	Political & Intellectual Transformations	F1.1, F1.2	
	2		Geographical Inquiry & Analysis	G1.2.1, G1.2.2		Historical Inquiry & Analysis	H1.2.2, H2.2			F1.3	
	3			G1.2.3, G1.2.4			H1.2.3, H1.2.4			U3.3.1, U3.3.2, U3.3.4	
	4			G1.2.5, G1.2.6			H1.2.5, H1.2.6	US3.3.5, US3.3.6			
	5		Geographical Understanding	G1.3.1		Historical Understanding	H1.4.1, H1.4.2	US3.3.7			
	6			G1.3.2			H1.4.3	U4.1.1, U4.1.2			
	7	Physical Characteristics of Place		G2.1.1, G2.1.2	Era 1 - The Beginnings of Human Society		W1.1.1, W1.1.2	U4.1.3, U4.1.4			
	8		G2.1.3	W1.2.1, W1.2.2		U4.2.1 (a-b)					
	9		G2.2.1, G2.2.2	W1.2.3		U4.2.1 (c-d)					
Q2	10	Places & Regions	Human Characteristics of Place	G2.2.3	Era 2 - Early Civilizations & Cultures & Emergence of Pastoral Peoples	Early Civilizations & Major Empires	W2.1.1, W2.1.2	Expansion & Reform	Regional & Economic Growth	U4.2.1 (e-f)	
	11			G2.2.4, G2.2.5			W2.1.3, W2.1.4			U4.3.1, U4.3.2	
	12			Physical Processes			G3.1.1			W2.1.5, W2.1.6	U4.3.3, U4.3.4
	13	G3.1.2	W3.1.1, W3.1.2		U4.3.5						
	14	Ecosystems	G3.2.1		W3.1.3, W3.1.4	The Coming of the Civil War					
	15	Cultural Mosaic	G4.1.1, G4.1.2	Era 3 - Classical Traditions, World Religions, & Major Empires	W3.1.5, W3.1.6		U5.1.1, U5.1.2				
	16		G4.1.3, G4.1.4		W3.1.7, W3.1.8		U5.1.3				
	17		Technology Patterns		G4.2.1		W3.1.9	U5.1.4 (a-c)			
	18		Patterns of Human Settlement		G4.3.2, G4.3.3		W3.1.10, W3.1.11	U5.1.4 (d-f)			
19	Forces of Cooperation & Conflict	G4.4.1, G4.4.2	Growth & Development of World Religions	W3.2.1, W3.2.2	Civil War & Reconstruction	Civil War	5.2.1				
20				Humans & The Environment			G5.1.1, G5.1.2	Bridge to Era 4- Case Studies from 3 Continents	Case Studies- Setting the Stage for Integrated U.S. History in 8th Grade	W 4.1.1, W4.1.2	U5.2.2 (a-c)
21							G5.1.3, G5.1.4		W4.1.3	U5.2.3 (a-c)	
Q3	22	Physical & Human Systems	Physical & Human Systems	G5.2.1, G5.2.2	The World in Spatial Terms	Geographical Inquiry & Analysis	G1.2.1, G1.2.2	Reconstruction	U5.2.4, U5.2.5		
	23			G6.1.1, G6.1.2			G1.2.3, G1.2.4			U5.3.1	
	24			Global Topic Investigation & Issue Analysis			G6.1.3 (a,b)			Investigation & Analysis	Investigation & Analysis
	25	G6.1.3 (c)	Technology Patterns & Networks		G4.2.1	U5.3.3					
	26	Purposes of Government	C1.1.1		Human Systems	Patterns of Human Settlement	G4.3.1, G4.3.2	U5.3.4, U5.3.5			
	27	Structure & Function of Government	C3.6.1, C3.6.2	G4.3.3		Era 6- Development on an Industrial, Urban, & Global United States (1970-1930)	America in the Last Half of the 19th Century	U6.1.1 (a-c)			
28	Relationship of U.S. to Other Government, World Issues, & World Government		C4.3.1, C4.3.2	G4.4.1, G4.4.2				U6.1.1 (d-e)			
29		C4.3.3	Environment & Society	Environmental Human Adaptation	G5.1.1, G5.1.2			U6.1.1 (f-g)			
30	The Market Economy	E1.1.1		G5.1.3	Investigation Topics & Issue Analysis	U6.2.1					
Q4	31	National Economy	National Economy	E2.3.1	Public Discourse, Decision Making, and Citizen Involvement	Identify & Analyze Issues, Decision Making, Persuasive Communication about a Public Issue, and Citizen Involvement	P3.1.1	Public Discourse, Decision Making, & Civic Participation	Identifying and Analyzing Issues, Decision Making, Persuasive Communication About a Public Issue, and Civic Participation	P3.1.1 (a-c)	
	32			E3.1.1, E3.1.2						P3.1.1 (d-f)	
	33			International Economy						E3.3.1, E3.3.2	P3.1.1 (g-h)
	34	E3.3.3	Civic Participation		P4.2.1, P4.2.2	P4.2.1					
	35	Public Discourse, Decision Making, & Civic Participation		Identifying and Analyzing Issues, Decision Making, & Persuasive Communication About a Global Issue	P3.1.1	Civic Participation	P4.2.1, P4.2.2, P4.2.3	Civic Participation	P4.2.1		
	36				Civic Participation				P4.2.1, P4.2.2, P4.2.3	P4.2.2, P4.2.3	

FLA Health Curriculum Map								
6th-8th Grade								
2020-2021								
		6th Grade			7th & 8th Grade			
	Week	Unit	Big Idea	Standard	Unit	Big Idea	Standard	
Q1	1	Nutrition & Physical Activity	Healthy Eating, Physical Activity, & Illness	1.1, 1.2	Nutrition & Physical Activity	Core Concepts	1.1, 1.2	
	2			1.3, 1.4		Food & Eating	1.3, 1.4, 1.5	
	3			1.5, 1.6		Exercise & Food Labels	1.6, 1.7, 1.8	
	4			1.7, 1.8		Media Influences	1.9	
	5	Body Image	1.9, 1.10	Goal Setting		1.10, 1.11		
	6	Alcohol, Tobacco, & Other Drugs	Core Concepts	2.1, 2.2		Body Image	1.12, 1.13	
	7			2.3, 2.4		Nutrition Information	1.14, 1.15	
	8			Access Information		2.5, 2.6	Peer pressure	1.16, 1.17, 1.18
	9			Health Behavior		2.7, 2.8	Negative Impacts	2.1, 2.2
10	Influences			2.9, 2.10	Resources & Protection	2.3, 2.4		
Q2	11	Alcohol, Tobacco, & Other Drugs	Social Skills	2.11, 2.12	Alcohol, Tobacco, & Other Drugs	Influences & Decision Making	2.5, 2.6, 2.7	
	12			Negative Effects		2.13, 2.14	Medication & Recovery	2.8, 2.9, 2.10, 2.11
	13			Advocacy		2.15, 2.16	Relationships & Dating	3.1, 3.2, 3.3
	14			Safety		Core Concepts	3.1, 3.2	Safety
	15	3.3, 3.4	Danger & Safety		3.6, 3.7, 3.8			
	16	Access Information	3.5, 3.6		Respect		3.9, 3.10	
	17	Health Behaviors	3.7, 3.8		Assault & Intimidation		3.11, 3.12, 3.13	
	18		3.9, 3.10		Health Behaviors		3.14, 3.15, 3.16	
	19		3.11, 3.12	Advocacy	3.17, 3.18, 3.19			
20	3.13, 3.14		Communication, Depression, Suicide	4.1, 4.2				
Q3	21	Social & Emotional Health	Influences & Advocacy	3.15, 3.16, 3.17	Social & Emotional Health	Emotional & Mental Health	4.3, 4.4, 4.5	
	22			Core Concepts		4.1, 4.2	Stress Management	4.6, 4.7
	23			Health Behaviors		4.3, 4.4	Problem Solving	4.8, 4.9
	24			Goal Setting		4.5, 4.6	Respect & Communication	4.10, 4.11, 4.12
	25	Decision Making	4.7, 4.8	Feelings; Decision Making		4.13, 4.14, 4.15		
	26	Social Skills	4.9, 4.10	Self Evaluation & Respect		4.16, 4.17		
	27	Friendships	4.11, 4.12	Rest, Sleep, Disease, and Resources		5.1, 5.2, 5.3		
	28	Feelings	4.13, 4.14	Personal Health & Wellness		First Aid & Injury	5.4, 5.5, 5.6	
	Q4	29	Personal Health & Wellness	Germes		5.1	Personal Health & Wellness	Sun Safety & Rest
30		HIV & STIs Prevention	HIV & STI Prevention	6	Hygiene & Personal Care	5.10, 5.11, 5.12, 5.13		
31		Sexuality Education	Core Concepts	7.1, 7.2	HIV & STIs Prevention	HIV & AIDS		6.1, 6.2, 6.3
32				7.3, 7.4		STIs & Getting Help	6.4, 6.5, 6.6	
33				Access Information		7.5, 7.6	Abstinence & Relationships	7.1, 7.2, 7.3
34				Health Behaviors	7.7, 7.8	Risky Sexual Decisions	7.4, 7.5, 7.6	
35				Influences & Goals	7.9, 7.10	Creating Plans, Setting Limits, & Refusal	7.7, 7.8	
36				Social Skills	7.11, 7.12, 7.13	Positive Role Models	7.9, 7.10	

FLA Physical Education Curriculum Map					
6th-8th Grade					
2020-2021					
	Week	Unit	Competency	Standards	
Q1	1	Motor Skills & Movement Patterns	Outdoor Pursuits; Outdoor Movement Concepts	1.22, 2.13	
	2		Dance & Throwing	1.1, 1.2	
	3		Catching, Passing, & Receiving	1.3, 1.4	
	4		Passing, Receiving, & Offensive Skills	1.5, 1.6	
	5		Offensive Skills & Dribbling/Ball Control	1.7, 1.8	
	6		Dribbling/Ball Control & Shooting on Goal	1.9, 1.10	
	7		Defensive Skills & Net/Wall Games (Serving)	1.11, 1.12	
	8		Striking & Forward/Backhand	1.13, 1.14	
	9		Weight Transfer & Volley	1.15, 1.16	
Q2	10	Movement & Performance	Two-Hand Volley & Target Games	1.17, 1.18	
	11		Striking	1.19, 1.20	
	12		Individual-Performance Activities	1.24	
	13		Invasion Games & Offensive Tactics; Creating Space	2.1, 2.2	
	14		Creating Space & Reducing Space	2.3, 2.4	
	15		Reducing Space & Transitions	2.5, 2.6	
	16		Net/Wall Games; Tactics & Shots	2.7, 2.8	
	17		Target Games; Fielding & Striking Games	2.9, 2.10	
	18		Reducing Space	2.11, 2.12	
Q3	19	Maintaining a Health-Enhancing Level of Physical Activity & Fitness	Catching	1.21	
	20		Body Weights; Free Weights	3.3	
	21		Pilates, Resistance Training	3.4	
	22		Lifetime Sports & Bone Strengthening	3.5, 3.6	
	23		Health & Skill Related Fitness	3.7, 3.8	
	24		Dynamic & Static Stretches	3.9, 3.10	
	25		Weight Management	3.11, 3.12	
	26		RPE Scale	3.13, 3.14	
	27		Muscles & Bones	3.15, 3.16	
Q4	28	Personal & Social Behavior Respecting Self & Others	Nutrition & Stress Management	3.17, 3.18	
	29		Personal Responsibility	4.1, 4.2	
	30		Accepting Feedback & Working with Others	4.3, 4.4	
	31		Problem Solving; Rules & Etiquette	4.5, 4.6	
	32	Using Equipment Safely	4.7		
	Q4	33	Physical Activity for Health, Enjoyment, Challenge, Self-Expression and/or Social Interaction	Health Impact	5.1, 5.2
				Self Expression & Enjoyment	5.3, 5.4
		34		Appropriate Social Interaction	5.6
		35		Aquatics	Water Safety & Aquatic Skill
36					

\*3.1, 3.2 Covered in Health Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

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



---

<b>JOB TITLE:</b>	<b>School Principal</b>
<b>DEPARTMENT:</b>	Senior Administrator
<b>REPORTS TO:</b>	Chief Executive Officer
<b>POSITIONS SUPERVISED:</b>	All School Staff
<b>FLSA DESIGNATION:</b>	Exempt
<b>EEO-1 REPORTING LEVEL:</b>	Executive/Senior Level Manager
<b>DATE EFFECTIVE:</b>	01/01/2020
<b>LAST REVIEWED:</b>	N/A

---

### I. JOB SUMMARY

The Principal will manage school operations and provide strong management and leadership to our teachers and staff members. The ideal candidate will be active in the community and make themselves available for parent consultations and discussing the educational needs of individual students. The Principal will also be responsible for ensuring that every teacher has the resources they need to meet the state's curriculum requirements. The Principal will be responsible for ensuring all applicable laws are followed and all standards with the school's authorizer.

### II. DUTIES & ESSENTIAL JOB FUNCTIONS

- Create a positive school climate that is conducive to teaching and learning.
- Plan, develop and implement curricular programs to meet the needs of struggling students.
- Maintain a clean and safe physical environment.
- Evaluate instructional and non-instructional staff.
- Create benchmarks for students and teachers and track progress towards those goals.
- Provide assistance to teachers in planning, classroom management, student evaluation, and the delivery of the instructional process.
- Assist in implementing curriculum design, planning, instructional strategies, and delivery methods for improvement of instruction.
- Provide guidance to the school's network of student leaders and challenge those leaders to make the school a better place.
- Secure sustained parent and community involvement in all programs that affect the local school.
- Participate and oversee in school level committees and family engagement activities.
- Participate in and/or conduct staff professional development activities.
- Manage the selection, training and implementation of the state's standards and initiatives.
- Organize, analyze and interpret school data to promote a data driven curriculum.
- Coordinate activities with auxiliary staff including, but not limited to Social Workers, transportation and extracurricular.
- Attend Board of Directors and Grand Valley State University meetings as well as other meetings as assigned.



- Perform other duties as needed.

### III. BASIC COMPETENCIES

#### Education and Experience

The Principal will be a seasoned and mature leader preferably with special education knowledge, with an emphasis on the child welfare system as well as alternative education programs and services offered throughout Michigan.

- Master's Degree in Educational Administration or related field.
- State of Michigan School of Administration Certification or certification in process.
- Administrative or leadership experience.
- Minimum 5 years of classroom teaching experience.
- Experience working with serious emotional disorder (SED) at-risk youth between the ages of 6 – 18 preferred.
- Must meet the State's Moral Character standard.

#### Knowledge Requirements:

- Computer and software applications (Windows, MS Office, Internet applications, Parent Connect, etc.) necessary to perform the duties of the position.
- State high school and grade school content expectations (HSCE and GLCE)
- Methods for providing differentiated instruction to at-risk children.
- Student assessment strategies.
- The behavior patterns of youth and methods of interacting with and redirecting children.

#### Skills and Abilities Needed:

- Effectively communicate verbally and in writing with agency staff and government officials.
- Demonstrate leadership and integrity.
- Motivate, develop, and direct people as they work; identify the best people for the job.
- Manage time and multiple priorities; meet deadlines.
- Establish and maintain effective working relationships with employees, other agencies and the public.
- Handle sensitive and confidential situations and documentation.
- Be collaborative and flexible, with a strong service mentality.
- Appropriately handle physical and emotional behavior of the youths that may involve adversarial or hostile situations.
- Attend training and travel offsite for meetings and seminars.
- Possess a high degree of personal accountability, responsibility and independent decision making abilities with the skills to plan, organize, develop, implement and interpret programs, goals, objectives, policies and procedures of the organization.



- Work flexible hours, when needed, which may include some evenings and weekends.

#### IV. JOB SETTING

The work environment described here is representative of that which an employee will typically encounter during a normal shift. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work may involve rotating between workstations where children are studying and require walking or standing for extended periods of time in a residential or office setting.

#### V. OTHER INFORMATION

MCHS is an equal opportunity employer where employment is based upon personal capabilities and qualifications without discrimination because of race, ethnicity, religion, sex, age, marital status, national origin, disability, sexual orientation, veteran status, or any other protected characteristics as established by law. This policy extends to all policies and procedures related to the recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

Furthermore, this description is a summary of the responsibilities, duties, skills, experience abilities, and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the Director of Residential Services and the Leadership Team. Employment is still considered at-will in which MCHS or the employee may with or without notice, with or without reason terminate employment. MCHS reserves the right to modify job duties or job descriptions at any time.

---

#### Acknowledgement for Receipt of Job Description

I have received a copy of the Job Description and have read and understand its contents.

\_\_\_\_\_  
*Employee Name (Please Print)*

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*



**JOB TITLE:** Administrative Assistant  
**DEPARTMENT:** Fostering Leadership Academy (FLA)  
**REPORTS TO:** Principal  
**POSITIONS SUPERVISED:** N/A  
**FLSA DESIGNATION:** Exempt  
**EEO-1 REPORTING LEVEL:** Administrative Support Staff  
**DATE EFFECTIVE:** 4/22/2020  
**LAST REVIEWED:**

---

## I. JOB SUMMARY

The Administrative Assistant performs general office work directly related to the management and business operations of the Fostering Leadership Academy (FLA). This includes typing, data entry, answering telephones, filing, creating and preparing reports, and other clerical duties.

## II. DUTIES & ESSENTIAL JOB FUNCTIONS

- Perform general office and other non-manual work directly related to the management and general business operations of the program or department (filing, faxing, copying, recording and tracking information, electronic and standard mail systems, reviewing invoices and billings, ordering supplies, etc.).
- Track and report on school related budgeting processes relating to purchasing supply requests.
- Greet visitors, handle inquiries, and direct them to the appropriate persons according to their needs; answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Complete inventory, order and stock supplies for building and staff.
- Create and coordinate schedules for special projects including scheduling meetings, room assignments, field trip schedules, newsletters, etc.
- Set up and maintain paper and electronic filing systems for records, correspondence, and other material; maintain scheduling and event calendars, including coordinating conferences and meetings.
- Compile records, create and prepare reports and documents.
- Operate according to the program's Operations Manual and function within agency policies and procedures as outlined in the Employee Handbook.
- Perform other duties as assigned by the Principal.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240

PHONE: (313) 531-4060 | FAX: (313) 531-1040

FOSTERINGLEADERSHIP@MCHSMI.ORG



### III. BASIC COMPETENCIES

#### Education and Experience

- High school diploma or equivalent with previous clerical or administrative experience; or
- Bachelor's degree with no clerical or administrative experience; or
- Any appropriate combination of education and experience necessary to successfully perform the duties of the position.
- Must meet the State's Moral Character standard.

#### Knowledge Requirements:

- Administrative and clerical procedures and systems such as managing files and records, designing forms, and other office procedures and terminology.
- All related computer and software applications (Windows, MS Office, internet applications, etc.).

#### Skills and Abilities Needed:

- Perform clerical and administrative duties.
- Operate telephone, computer, copier, and other basic business machines.
- Communicate effectively verbally and in writing.
- Manage time and multiple priorities, meet deadlines.
- Establish and maintain effective working relationships with employees, other agencies and the public.
- Handle sensitive and confidential situations and documentation.
- Attend agency required training as necessary.
- Possess a high degree of personal accountability, responsibility and independent decision making abilities with the skills to plan and organize.
- Demonstrate commitment to the social sector with a passion for MCHS's mission and vision.

### IV. JOB SETTING

The work environment described here is representative of that which an employee will typically encounter during a normal shift. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work is primarily sedentary in nature that involves sitting most of the time, but may involve walking or standing for intermittent periods of time; working at a computer for long periods of time.

### V. OTHER INFORMATION

MCHS is an equal opportunity employer where employment is based upon personal capabilities and qualifications without discrimination because of race, ethnicity, religion, sex, age, marital status, national origin, disability, sexual orientation, veteran status, or any other protected characteristics as established by law. This policy extends to all policies and procedures related to the recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240

PHONE: (313) 531-4060 | FAX: (313) 531-1040

FOSTERINGLEADERSHIP@MCHSMI.ORG

EMPATHY.  
EMPOWERMENT.  
EDUCATION.



Furthermore, this description is a summary of the responsibilities, duties, skills, experience abilities, and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the CEO. Employment is still considered at-will in which MCHS or the employee may with or without notice, with or without reason terminate employment. MCHS reserves the right to modify job duties or job descriptions at any time.

---

**Acknowledgement for Receipt of Job Description**

I have received a copy of the Job Description and have read and understand its contents.

\_\_\_\_\_  
*Employee Name (Please Print)*

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

**WHERE EDUCATION IS TRANSFORMED**

26645 W. SIX MILE, REDFORD, MI 48240  
PHONE: (313) 531-4060 | FAX: (313) 531-1040  
FOSTERINGLEADERSHIP@MCHSMI.ORG



**JOB TITLE:** English Language Arts Teacher  
**DEPARTMENT:** Fostering Leadership Academy (FLA)  
**REPORTS TO:** Principal  
**POSITIONS SUPERVISED:** None  
**FLSA DESIGNATION:** Exempt  
**EEO-1 REPORTING LEVEL:** Professional  
**DATE EFFECTIVE:** 4/16/2020  
**LAST REVIEWED:**

---

### I. JOB SUMMARY

The English Language Arts (ELA) Teacher creates a student-centered education program and learning environment that deepens students' understanding of the English language through reading, writing and speaking. The ELA Teacher is responsible for lesson planning, grading, classroom instruction and collaborating with other faculty to develop and implement supplemental aides, accommodations, and other needed supports so that the students benefit from the general education curriculum to the greatest extent possible.

### II. DUTIES & ESSENTIAL JOB FUNCTIONS

- Perform general office and administrative duties for the department.
- Advocate on behalf of students in order to meet their individual educational needs.
- Collaborate with entire faculty team to create a student-centered learning environment.
- Monitor and document the behavior and academic success of children to ensure they stay focused and on task.
- Plan and facilitate social-emotional activities to promote a trauma-informed academic environment.
- Implement a trauma-informed approach to classroom management with a focus on rehabilitative responses to discipline
- Recommend, develop, plan and implement individualized and group educational programs and lesson plans based on assessment data and child's needs.
- Create and track educational goals for students to track academic progress.
- Maintain a positive classroom environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling.
- Maintain accurate records on each student including grades, progress reports, attendance, behavior records and lesson plans.
- Align all lesson plans with Common Core State Standards.
- Communicate and display learning objectives to students during lessons.
- Use technology in creative ways to drive instruction, track progress, and meet the diverse needs of students.
- Participate in ongoing professional development activities, plan field trips, and/or other activities.
- Perform other duties as assigned by the Principal.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240  
PHONE: (313) 531-4060 | FAX: (313) 531-1040  
FOSTERINGLEADERSHIP@MCHSMI.ORG



### III. BASIC COMPETENCIES

#### Education and Experience:

- Bachelor's degree in English or Secondary Education Degree with English Language Arts emphasis.
- State of Michigan Teacher's Certification required.

#### Knowledge Requirements:

- Computer and software applications (Windows, MS Office, Internet applications, Parent Connect, etc.) necessary to perform the duties of the position.
- State high school and grade school content expectations (HSCE and GLCE).
- Methods for providing differentiated instruction to at-risk children.
- Student assessment strategies.
- The behavior patterns of youth and methods of interacting with and redirecting children.
- Experience/knowledge of Individual Education Plans and State of Michigan rules regarding implementation in a classroom setting.

#### Skills and Abilities Needed:

- Effectively provide instruction for children from a variety of backgrounds.
- Design, plan, and implement lesson plans for individuals and groups of children.
- Evaluate and document children's response progress towards goals.
- Utilize established assessment systems and educational programs (Reading A-Z, Read About, etc.).
- Communicate effectively verbally and in writing.
- Relate to youth and gain their respect and confidence.
- Manage time and multiple priorities, meet deadlines.
- Appropriately handle physical and emotional behavior of students.
- Establish and maintain effective working relationships with staff members and parents/guardians.
- Exercise professional judgment in making decisions.
- Handle sensitive and confidential situations and documentation.

### IV. JOB SETTING

The work environment described here is representative of that which an employee will typically encounter during a normal shift. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work involves rotating between workstations where children are studying and requires walking or standing for extended periods of time in a classroom or office setting.

### V. OTHER INFORMATION

FLA is an equal opportunity employer where employment is based upon personal capabilities and qualifications without discrimination because of race, ethnicity, religion, sex, age, marital status, national origin, disability, sexual orientation, veteran status, or any other protected characteristics as established by law. This policy extends to all policies and procedures related to the recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240

PHONE: (313) 531-4060 | FAX: (313) 531-1040

FOSTERINGLEADERSHIP@MCHSMI.ORG

EMPATHY.  
EMPOWERMENT.  
EDUCATION.



Furthermore, this description is a summary of the responsibilities, duties, skills, experience, abilities, and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the Principal. Employment is still considered at-will in which FLA may with or without notice, with or without reason terminate employment. FLA reserves the right to modify job duties or job descriptions at any time.

---

**ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION**

I have received a copy of the Job Description and have read and understand its contents.

\_\_\_\_\_  
*Employee Name (Please Print)*

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

**WHERE EDUCATION IS TRANSFORMED**

26645 W. SIX MILE, REDFORD, MI 48240  
PHONE: (313) 531-4060 | FAX: (313) 531-1040  
FOSTERINGLEADERSHIP@MCHSMI.ORG



**JOB TITLE:** Math Teacher  
**DEPARTMENT:** Fostering Leadership Academy (FLA)  
**REPORTS TO:** Principal  
**POSITIONS SUPERVISED:** None  
**FLSA DESIGNATION:** Exempt  
**EEO-1 REPORTING LEVEL:** Professional  
**DATE EFFECTIVE:** 4/16/2020  
**LAST REVIEWED:**

---

### I. JOB SUMMARY

The Math Teacher creates a student-centered education program and learning environment that deepens students' understanding of arithmetic and builds problem-solving skills. The Math Teacher is responsible for lesson planning, grading, classroom instruction and collaborating with other faculty to develop and implement supplemental aides, accommodations, and other needed supports so that the students benefit from the general education curriculum to the greatest extent possible.

### II. DUTIES & ESSENTIAL JOB FUNCTIONS

- Perform general office and administrative duties for the department.
- Advocate on behalf of students in order to meet their individual educational needs.
- Collaborate with entire faculty team to create a student-centered learning environment.
- Monitor and document the behavior and academic success of children to ensure they stay focused and on task.
- Plan and facilitate social-emotional activities to promote a trauma-informed academic environment.
- Implement a trauma-informed approach to classroom management with a focus on rehabilitative responses to discipline
- Recommend, develop, plan and implement individualized and group educational programs and lesson plans based on assessment data and child's needs.
- Create and track educational goals for students to track academic progress.
- Maintain a positive classroom environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling.
- Maintain accurate records on each student including grades, progress reports, attendance, behavior records and lesson plans.
- Prepare students for standardized testing.
- Align all lesson plans with Common Core State Standards.
- Communicate and display learning objectives to students during lessons.
- Use technology in creative ways to drive instruction, track progress, and meet the diverse needs of students.
- Participate in ongoing professional development activities, plan field trips, and/or other activities.
- Perform other duties as assigned by the Principal.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240  
PHONE: (313) 531-4060 | FAX: (313) 531-1040  
FOSTERINGLEADERSHIP@MCHSMI.ORG



### III. BASIC COMPETENCIES

#### Education and Experience:

- Bachelor's degree in Math or Secondary Education Degree with Math emphasis.
- State of Michigan Teacher's Certification required.

#### Knowledge Requirements:

- Computer and software applications (Windows, MS Office, Internet applications, Parent Connect, etc.) necessary to perform the duties of the position.
- State high school and grade school content expectations (HSCE and GLCE).
- Methods for providing differentiated instruction to at-risk children.
- Student assessment strategies.
- The behavior patterns of youth and methods of interacting with and redirecting children.
- Experience/knowledge of Individual Education Plans and State of Michigan rules regarding implementation in a classroom setting.

#### Skills and Abilities Needed:

- Effectively provide instruction for children from a variety of backgrounds.
- Design, plan, and implement lesson plans for individuals and groups of children.
- Evaluate and document children's response progress towards goals.
- Utilize established assessment systems and educational programs.
- Communicate effectively verbally and in writing.
- Relate to youth and gain their respect and confidence.
- Manage time and multiple priorities, meet deadlines.
- Appropriately handle physical and emotional behavior of students.
- Establish and maintain effective working relationships with staff members and parents/guardians.
- Exercise professional judgment in making decisions.
- Handle sensitive and confidential situations and documentation.

### IV. JOB SETTING

The work environment described here is representative of that which an employee will typically encounter during a normal shift. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work involves rotating between workstations where children are studying and requires walking or standing for extended periods of time in a classroom or office setting.

### V. OTHER INFORMATION

FLA is an equal opportunity employer where employment is based upon personal capabilities and qualifications without discrimination because of race, ethnicity, religion, sex, age, marital status, national origin, disability, sexual orientation, veteran status, or any other protected characteristics as established by law. This policy extends to all policies and procedures related to the recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240

PHONE: (313) 531-4060 | FAX: (313) 531-1040

FOSTERINGLEADERSHIP@MCHSMI.ORG

EMPATHY.  
EMPOWERMENT.  
EDUCATION.



Furthermore, this description is a summary of the responsibilities, duties, skills, experience, abilities, and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the Principal. Employment is still considered at-will in which FLA may with or without notice, with or without reason terminate employment. FLA reserves the right to modify job duties or job descriptions at any time.

---

**ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION**

I have received a copy of the Job Description and have read and understand its contents.

\_\_\_\_\_  
*Employee Name (Please Print)*

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

**WHERE EDUCATION IS TRANSFORMED**

26645 W. SIX MILE, REDFORD, MI 48240

PHONE: (313) 531-4060 | FAX: (313) 531-1040

FOSTERINGLEADERSHIP@MCHSMI.ORG



**JOB TITLE:** Science and Social Studies Teacher  
**DEPARTMENT:** Fostering Leadership Academy (FLA)  
**REPORTS TO:** Principal  
**POSITIONS SUPERVISED:** None  
**FLSA DESIGNATION:** Exempt  
**EEO-1 REPORTING LEVEL:** Professional  
**DATE EFFECTIVE:** 4/16/2020  
**LAST REVIEWED:**

---

### I. JOB SUMMARY

The Science and Social Studies Teacher creates a student-centered education program and learning environment that deepens students' understanding of science, history, geography, politics, economics and culture. The Science and Social Studies Teacher is responsible for lesson planning, grading, classroom instruction and collaborating with other faculty to develop and implement supplemental aides, accommodations, and other needed supports so that the students benefit from the general education curriculum to the greatest extent possible. The Science and Social Studies teacher needs to be culturally sensitive and create a classroom where everyone is respected.

### II. DUTIES & ESSENTIAL JOB FUNCTIONS

- Perform general office and administrative duties for the department.
- Advocate on behalf of students in order to meet their individual educational needs.
- Collaborate with entire faculty team to create a student-centered learning environment.
- Provide complex scientific concepts in a simple manner and enrich classroom time by using engaging experiments.
- Monitor and document the behavior and academic success of children to ensure they stay focused and on task.
- Plan and facilitate social-emotional activities to promote a trauma-informed academic environment.
- Implement a trauma-informed approach to classroom management with a focus on rehabilitative responses to discipline
- Recommend, develop, plan and implement individualized and group educational programs and lesson plans based on assessment data and child's needs.
- Create and track educational goals for students to track academic progress.
- Maintain a positive classroom environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling.
- Maintain accurate records on each student including grades, progress reports, attendance, behavior records and lesson plans.
- Use technology in creative ways to drive instruction, track progress, and meet the diverse needs of students.
- Participate in ongoing professional development activities, plan field trips, and/or other activities.
- Perform other duties as assigned by the Principal.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240

PHONE: (313) 531-4060 | FAX: (313) 531-1040

FOSTERINGLEADERSHIP@MCHSMI.ORG



### III. BASIC COMPETENCIES

#### Education and Experience:

- Bachelor's degree in Science and/or Social Sciences or Secondary Education Degree with Science and/or Social Sciences emphasis required.
- State of Michigan Teacher's Certification required.

#### Knowledge Requirements:

- Computer and software applications (Windows, MS Office, Internet applications, Parent Connect, etc.) necessary to perform the duties of the position.
- State high school and grade school content expectations (HSCE and GLCE).
- Methods for providing differentiated instruction to at-risk children.
- Student assessment strategies.
- The behavior patterns of youth and methods of interacting with and redirecting children.
- Experience/knowledge of Individual Education Plans and State of Michigan rules regarding implementation in a classroom setting.

#### Skills and Abilities Needed:

- Effectively provide instruction for children from a variety of backgrounds.
- Design, plan, and implement lesson plans for individuals and groups of children.
- Evaluate and document children's response progress towards goals.
- Utilize established assessment systems and educational programs.
- Communicate effectively verbally and in writing.
- Relate to youth and gain their respect and confidence.
- Manage time and multiple priorities, meet deadlines.
- Appropriately handle physical and emotional behavior of students.
- Establish and maintain effective working relationships with staff members and parents/guardians.
- Exercise professional judgment in making decisions.
- Handle sensitive and confidential situations and documentation.

### IV. JOB SETTING

The work environment described here is representative of that which an employee will typically encounter during a normal shift. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work involves rotating between workstations where children are studying and requires walking or standing for extended periods of time in a classroom or office setting.

### V. OTHER INFORMATION

FLA is an equal opportunity employer where employment is based upon personal capabilities and qualifications without discrimination because of race, ethnicity, religion, sex, age, marital status, national origin, disability, sexual orientation, veteran status, or any other protected characteristics as established by law. This policy extends to all policies and procedures related to the recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240

PHONE: (313) 531-4060 | FAX: (313) 531-1040

FOSTERINGLEADERSHIP@MCHSMI.ORG

EMPATHY.  
EMPOWERMENT.  
EDUCATION.



Furthermore, this description is a summary of the responsibilities, duties, skills, experience, abilities, and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the Principal. Employment is still considered at-will in which FLA may with or without notice, with or without reason terminate employment. FLA reserves the right to modify job duties or job descriptions at any time.

---

**ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION**

I have received a copy of the Job Description and have read and understand its contents.

\_\_\_\_\_  
*Employee Name (Please Print)*

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

**WHERE EDUCATION IS TRANSFORMED**

26645 W. SIX MILE, REDFORD, MI 48240  
PHONE: (313) 531-4060 | FAX: (313) 531-1040  
FOSTERINGLEADERSHIP@MCHSMI.ORG



**JOB TITLE:** Special Education Teacher  
**DEPARTMENT:** Fostering Leadership Academy (FLA)  
**REPORTS TO:** Principal  
**POSITIONS SUPERVISED:** None  
**FLSA DESIGNATION:** Exempt  
**EEO-1 REPORTING LEVEL:** Professional  
**DATE EFFECTIVE:** 4/16/2020  
**LAST REVIEWED:**

---

### I. JOB SUMMARY

The Special Education Teacher creates a student-centered education program and learning environment that provides specialized instruction to children who have experienced trauma. The special education teacher is responsible for collaborating with other teacher(s) and the other departments to develop and implement supplemental aides, accommodations, and other needed supports so that the students benefit from the general education curriculum to the greatest extent possible.

### II. DUTIES & ESSENTIAL JOB FUNCTIONS

- Perform general office and administrative duties for the department.
- Advocate on behalf of students in order to meet their individual educational needs.
- Collaborate with entire faculty team to create a student-centered learning environment.
- Monitor and document the behavior and academic success of children to ensure they stay focused and on task.
- Plan and facilitate social-emotional activities to promote a trauma-informed academic environment.
- Implement a trauma-informed approach to classroom management with a focus on rehabilitative responses to discipline.
- Recommend, develop, plan and implement individualized and group educational programs and lesson plans based on assessment data and child's needs.
- Create and track educational goals for students to track academic progress.
- Maintain a positive classroom environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling.
- Maintain accurate records on each student including grades, progress reports, attendance, behavior records and lesson plans.
- Prepare students for standardized testing.
- Align all lesson plans with Common Core State Standards.
- Communicate and display learning objectives to students during lessons.
- Use technology in creative ways to drive instruction, track progress, and meet the diverse needs of students.
- Participate in ongoing professional development activities, plan field trips, and/or other activities.
- Perform other duties as assigned by the Principal.

## WHERE EDUCATION IS TRANSFORMED



### III. BASIC COMPETENCIES

#### Education and Experience:

- Bachelor's degree in Education, with a State of Michigan Teacher's Certification required
- Certification in special education required.
- Professional experience working with serious emotional disorder (SED) at-risk youth males between the ages of 6 – 18.

#### Knowledge Requirements:

- Computer and software applications (Windows, MS Office, Internet applications, Parent Connect, etc.) necessary to perform the duties of the position.
- State high school and grade school content expectations (HSCE and GLCE).
- Methods for providing differentiated instruction to at-risk children.
- Student assessment strategies.
- The behavior patterns of youth and methods of interacting with and redirecting children.
- Experience/knowledge of Individual Education Plans and State of Michigan rules regarding implementation in a classroom setting.

#### Skills and Abilities Needed:

- Effectively provide instruction for children with behavioral and emotional issues.
- Design, plan, and implement lesson plans for individuals and small groups of children.
- Build positive, collaborative relationships with parents/guardians/caregivers regarding students' Individual Education Plans.
- Facilitate positive and productive IEP meetings with all stakeholders.
- Evaluate and document children's response progress towards goals.
- Utilize established assessment systems and educational programs (Reading A-Z, Read About, etc.).
- Communicate effectively verbally and in writing.
- Relate to youth and gain their respect and confidence.
- Manage time and multiple priorities, meet deadlines.
- Appropriately handle physical and emotional behavior of the youths that may involve adversarial or hostile situations.
- Establish and maintain effective working relationships with employees, other agencies and the public.
- Exercise professional judgment in making decisions.
- Handle sensitive and confidential situations and documentation.

### IV. JOB SETTING

The work environment described here is representative of that which an employee will typically encounter during a normal shift. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work involves rotating between workstations where children are studying and requires walking or standing for extended periods of time in a residential or office setting.

## WHERE EDUCATION IS TRANSFORMED

### V. OTHER INFORMATION

MCHS is an equal opportunity employer where employment is based upon personal capabilities and qualifications without discrimination because of race, ethnicity, religion, sex, age, marital status, national origin,

EMPATHY.  
EMPOWERMENT.  
EDUCATION.



disability, sexual orientation, veteran status, or any other protected characteristics as established by law. This policy extends to all policies and procedures related to the recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

Furthermore, this description is a summary of the responsibilities, duties, skills, experience, abilities, and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the CEO. Employment is still considered at-will in which MCHS may with or without notice, with or without reason terminate employment. MCHS reserves the right to modify job duties or job descriptions at any time.

---

#### ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents.

\_\_\_\_\_  
*Employee Name (Please Print)*

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

## WHERE EDUCATION IS TRANSFORMED

26645 W. SIX MILE, REDFORD, MI 48240  
PHONE: (313) 531-4060 | FAX: (313) 531-1040  
FOSTERINGLEADERSHIP@MCHSMI.ORG

**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. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

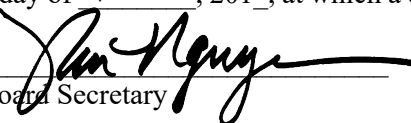
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 05/11/2020

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Fostering Leadership Academy Board of Directors at a properly noticed open meeting held on the 27th day of April, 2020, ~~201~~, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**



# **Enrollment Policy**

## **Fostering Leadership Academy**

### **2020-2021 School Year**

#### Start Date

Enrollment at Fostering Leadership Academy will begin on May 4, 2020.

#### Tuition

FLA does not charge tuition.

#### Non-Discrimination Policy

FLA does not discriminate in its admission policies or practices based on athletic or intellectual abilities, disability, measures of achievement or aptitude, homeless status, status as a handicap person, English proficiency, creed, race, sex, color, religion, national-origin or any other basis that would be illegal for an existing school district. However, FLA reserves the right to limit admission to pupils who are entering grades 6th, 7th, and 8th.

#### Michigan Residency

Except for foreign exchange students, all students enrolled at FLA must be residents of the state of Michigan.

#### Enrollment

Enrollment is open to all pupils in the state of Michigan who meet the admission policy standards. FLA will enroll a maximum of 50 students for the 2020-2021 school year with a goal of an equally distributed population in each of the grades: 6th, 7th, and 8th. Enrollment will be conducted on a first come, first served basis. If there are more applicants to enroll at FLA than there are spaces available, a random selection lottery procedure will be used. Any student who was enrolled in FLA in the immediately preceding school year shall be allowed to enroll in the appropriate grade at FLA unless the appropriate grade is not offered. Students who are re-enrolling must fill out an intent to re-enroll form by the end of the school year for enrollment in the following year. Enrollment Packets will be accepted on a year-round basis. FLA will continue enrolling students until all seats are filled. A waitlist will be used after all seats are filled.

### Class Size and Offered Seats

Class sizes and offered seats will be recommended by FLA and submitted each year to the school board of directors for approval. The number of classrooms may fluctuate based on the number and grade level of the students enrolled.

### Random Selection/Lottery Procedure

If more students attempt to enroll at FLA than there are spaces available, a random selection lottery procedure will be used. In this procedure, each student attempting to enroll for those few spots will be assigned a number. Their numbers will be written on ping pong balls and placed in a bag. Numbers will be picked from the bag to fill the remaining spots and begin a waitlist. If a student is selected who has siblings who are also applying for admission to FLA, the siblings will be accepted if there are seats available in their grade. If there are no seats available, they will be placed on the waiting list with sibling preference. The person who chooses the numbers will not be related to any student, staff member, anyone applying to the school, or any FLA employee. An accurate record of the enrollment lottery will be kept by one person taking detailed minutes and one person recording the numbers. If the amount of enrollment packets received is fewer than the offered seats in each and every grade level, all eligible applicants will be accepted and there will be no random selection process conducted.

### Waitlist

After all spaces are filled, FLA will place the rest of the students from the lottery procedure on the waitlist. The waitlist will continue for students who submit enrollment applications after the spots are filled. The waitlist will be cleared each year. For example, there will be a waitlist for 2020, a waitlist for 2021, and each year thereafter. In order to be placed on the waitlist for that year, an Enrollment Packet must be filled out for that year. Parents/guardians/caregivers will be aware of their position on the waitlist. FLA will communicate this to parents/guardians/caregivers through email and/or formal written letters. If a waitlist does not exist for a particular grade, but it exists for another grade, the school may (subject to enrollment limits and board approved offered seats) fill the seat available using the first student on the waiting list in a different grade. That student will be placed in a grade deemed most beneficial to the student and school considering class size, teacher capacity, and other school operational and management factors. All applicants on the waitlist must resubmit an application for the following school year during the re-enrollment process. FLA will contact parties on the waitlist to see if they are interested once a spot opens up, and they will be responsible for filling out another Enrollment Packet.

### Accepting/Declining Offers

FLA will provide offers of enrollment to parents in writing, and parents will be required to accept or decline that offer in writing. A time frame of one month will be given to accept or decline the offer in writing. If the offer is declined, that spot may be given to another student who enrolls or is on the waitlist for enrollment at FLA.

### Priority

FLA reserves the right to give enrollment priority to one or more of the following:

- a. A sibling of a student already enrolled at FLA.
  - i. This includes half siblings who share a single parent, step siblings who share a parent or parents by marriage, and children who share a parent or parents through guardianship or adoption.
- b. A sibling of someone selected in the random selection lottery procedure.
- c. A child of a FLA employee.
- d. A child of someone who is on the board of directors for FLA.

“Child” includes an adopted child or a legal ward.

If a student selected for a grade level with open seats has a sibling in a grade that does not have open seats, the student will be accepted in his/her grade level, and the sibling will be placed on the waitlist. So while sibling preference is given, it is not guaranteed.

### Enrollment Procedures:

1. Obtain the Enrollment Packet one of two ways:
  - a. Download the Enrollment Packet from our website:  
[www.fosteringleadershipacademy.org](http://www.fosteringleadershipacademy.org).
  - b. Pick up the Enrollment Packet from our Administration Building:  
26645 W. 6 Mile Rd.  
Redford, MI 48240
2. You can return the packet by:
  - a. Scanning and emailing the completed Enrollment Packet to  
[fosteringleadership@mchsmi.org](mailto:fosteringleadership@mchsmi.org). You will receive a confirmation email in reply, confirming that your packet was received.
  - b. Mailing the Enrollment Packet to:  
Fostering Leadership Academy  
Attn: Abby Stewart  
26645 W 6 Mile Rd.  
Redford, MI 48240

The first person listed as an Emergency Contact will receive a confirmation phone call and email, confirming that FLA received the Enrollment Packet by mail. If the Enrollment Packet is mailed in, one week has gone by, and no confirmation email or phone call is received, please contact [fosteringleadership@mchsmi.org](mailto:fosteringleadership@mchsmi.org).

- c. Drop off the completed Enrollment Packet to the Administration Building:  
Fostering Leadership Academy  
Attn: Abby Stewart  
26645 W. 6 Mile Rd.  
Redford, MI 48240
3. You can also email [fosteringleadership@mchsmi.org](mailto:fosteringleadership@mchsmi.org) to request a packet. You will be sent an Enrollment Packet and Enrollment Checklist.

### First Day Attendance

Prior to the first day of school, FLA will send postcards to inform parents/guardians/caregivers that the student must be present on the first day of school. If the student does not show up on the first day, and there is no call to request an excused absence by the end of the day, the student could forfeit his/her registered status in the school and not be enrolled. The school may attempt to call all students who are not present on the first day to see if he/she is still interested in enrolling at FLA.

### Standby Opportunity Plan

The Standby Opportunity Plan (SOP) is a procedure where FLA may enroll new students on the first day of school, depending on the result of students present on the first day in each grade. With this procedure, FLA will send all applicants on the waitlist a registration card prior to the first day of school. The person on the waitlist must return the card to FLA by 1:00pm on the first day of school to be reconsidered for enrollment, providing phone numbers where the application can be reached. If a seat becomes available, FLA will attempt to reach the parent/guardian/caregiver listed on the card, and they may be offered a seat. If a student participates in the SOP, and a seat is not available, they may receive a higher priority on the waitlist than those who did not participate.

*All FLA Enrollment Policies and procedures are based on Michigan Legislature. For more information, please refer to Section 380.504 of The Revised School Code (Excerpt) Act 451 of 1976.*

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



**2020-2021 School Calendar**

	Dates	Days
Teacher Professional Days and Work Days	Aug. 24 – Aug. 28	Mon. – Fri.
First Day of Class – Full Day	Aug. 31	Mon.
Labor Day Recess Begins – Half Day	Sept. 4	Fri.
Classes Resume	Sept. 8	Tues.
Parent/Teacher Conferences – Half Days	Oct. 21 & Oct. 23	Wed. & Fri.
End of Card Marking 1	Nov. 6	Fri.
Teacher Professional Day – No School	Nov. 9	Mon.
Thanksgiving Recess – No School	Nov. 26 & Nov. 27	Thurs. & Fri.
Winter Recess Begins – End of the Day	Dec. 18	Fri.
Class Resume	Jan. 4	Mon.
MLK Day – No School	Jan. 18	Mon.
End of Semester/Card Marking 2	Jan. 22.	Fri.
President’s Day – Mid-Winter Recess	Feb. 15 & Feb. 16	Mon. & Tues.
Classes Resume	Feb. 17	Wed.
Parent/Teacher Conferences – Half Days	Mar. 10 & Mar. 12	Wed. & Fri.
End of Card Marking 3	Apr. 2	Fri.
Spring Break Begins – End of the Day	Apr. 2	Fri.
Classes Resume	Apr. 12	Mon.
Parent/Teacher Conferences – Half Days	May 5 & May 7	Wed. & Fri.
Memorial Day Recess – No School	May 24	Mon.
End of Semester/Card Marking 4 // Last Day of Classes – Half Day	June 17	Thur.
Teacher Work	June 18	Fri.



### Daily Schedule

Time	Course
8:15a.m. - 8:45a.m.	Morning Meeting/ Check In
9:04a.m. - 9:51a.m.	Class 1
9:55a.m. - 10:42a.m.	Class 2
10:46a.m. - 11:06a.m.	Socio-Emotional and Therapeutic Enrichment w/ morning snack
11:10a.m. - 11:57a.m.	Class 3
12:01p.m. – 12:45p.m.	Lunch and recess
12:45p.m. – 1:00p.m.	Meditation/Reflection
1:04p.m. – 1:51p.m.	Class 4
1:55p.m. – 2:42p.m.	Class 5
2:46p.m. – 3:33p.m.	Class 6
3:35p.m. - 3:45p.m.	End of Day Reflection and Check Out

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

EMPATHY.  
EMPOWERMENT.  
EDUCATION.



---

April 22, 2020

Age-Grade Policy

Fostering Leadership Academy may operate grades Kindergarten to Eight Grade to age appropriate students.

**SCHEDULE 7-8**

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



April 22, 2020

Address and Description of Proposed Physical Plant

Address: 26645 W. Six Mile Rd., Redford, MI 48240

Physical Description: The Fostering Leadership Academy will be comprised of two buildings. The first building is Kresge Building, which is owned by Methodist Children's Home Society (MCHS). The second building is under construction, which is being built and will also be owned by MCHS.

The Kresge building is a 20,700 SF brick and half-timber English Tudor building that has served multiple purposes over the years. The original part of the building was built in 1938, with more construction completed in the 1950s. Originally, Kresge Hall was built with classrooms and a gymnasium. During the 1950s, records indicate that 22 offices and a conference room was built. Remodeling took place in 1983 with the cafeteria and central kitchen. The building is structurally in great condition. The foundation is poured reinforced concrete on sand fill. The exterior walls are comprised of brick, cut stone, and timbers on stucco. The roof structure is wood and the roof cover is slate. The ceilings are suspended acoustical throughout.

The Kresge Building has three levels. The first level houses a large conference room, several offices, storage space for supplies and donations, utilities, cafeteria, commercial size kitchen and plenty of food storage. The second level houses three classrooms, two offices, a front office, a computer lab, a small library, an art room, and the gymnasium. The top level, which is accessible by three different staircases as well as an elevator, is a large conference room that will serve as additional classroom space.

The second building is under construction and will be approximately 28,000 SF. It will house ten classrooms, multipurpose room, several offices, three wellness rooms, storage and utilities, and a high-school sized gymnasium. Once completed, it will house primary education services. There will be secured entrances throughout both buildings as well.

There will be adequate parking with nearly 90 spaces. Additionally, there will be a separate entrance to the school by way of Delaware Ave. which runs parallel to the MCHS property.



METHODIST  
**Children's Home**  
SOCIETY

Foster Care | Adoption | Residential Care | Transitional Living

LEASE

This lease ("lease") is made as of August 01, 2020 by and between **Methodist Children's Home Society**, a Michigan nonprofit corporation ("Landlord"), whose address is 26645 W. 6 Mile Rd, Redford, MI 48240, and **Fostering Leadership Academy** ("Academy").

**RECITALS:**

- A. Landlord presently owns the building (the "Building") known as the Kresge Building located on the property commonly known as 26645 W. 6 Mile Rd., Redford, MI 48240 (the "Premises").
- B. Landlord and the Academy wish to enter into a lease for the premises, as such term is defined below, on the terms and conditions in this lease.

In consideration of the mutual undertakings in this lease, the parties agree as follows:

1. Premises. Subject to the terms of this lease, landlord leases to the Academy from Landlord, the Building, which is approximately **20,100** square feet.
2. Permitted Use. The premises shall be used solely for the purposes of running the Fostering Leadership Academy and for no other purposes without the Landlord's prior written consent. The Academy will not commit waste, overload the floor or structure of the premises or subject the premises to use that would damage the premises. The premises shall not be used for any illegal purposes, and the Academy shall not allow, suffer, or permit any vibration, noise, odor, light or other effect to occur within or around the premises that could constitute a nuisance or trespass upon any occupant of the Building. The Academy agrees to conduct its activities on the premises so as to comply with all laws, statutes, ordinances and other governmental regulations pertaining to or governing the activities of the Academy. The Academy shall use and occupy the premises in compliance with the Lease. The Academy shall be responsible for obtaining any certificates of occupancy or other governmental permits required for the use and occupancy of the premises. The storage of any materials or personal property in the premises shall be at the Academy's sole risk and landlord shall not be liable for (and the Academy hereby waives any claims for) any damage to or theft of such materials and property.
3. Term. The term of this lease ("Term") commences on August 01, 2020. The term of this lease shall end on July 31, 2021 (with subsequent renewal term options), unless sooner terminated in accordance with this lease.
4. Rent/Security Deposit.
  - A. The Academy agrees to pay to Landlord, without notice, demand, deduction or setoff, monthly base rent for the premises as follows ("Base Rent") of \$1 for the term of the lease agreement:
  - B. In the event that any taxes are imposed by the State of Michigan or any other governmental entity upon the Rent paid hereunder, then such tax shall be paid by the Academy to landlord at the same time the Base Rent is due, without notice, demand, setoff or deduction.
  - C. The Landlord has waived any security deposit (the "Security Deposit") required for the Building.
5. Furniture, Equipment and Fixtures. If applicable, as part of the lease of the premises, the Landlord hereby leases to the Academy all of the furniture and equipment of landlord located at the premises as of the date herewith, which property of the Landlord. During the term of this lease, the Academy may, at its cost, rearrange the Furniture into



METHODIST  
**Children's Home**  
SOCIETY

Foster Care | Adoption | Residential Care | Transitional Living

such configurations as needed by the Academy, so long as such reconfiguration (a) is not permanent, (b) is done in full compliance with the requirements of the manufacturer's specifications, (c) to the extent involves any Alterations (as hereinafter defined), is done in full compliance with the terms and conditions of this lease and the Lease relating to Alterations, and (d) such reconfiguration does not damage the Furniture. The Furniture is leased in its "as is" condition, without any representations or warranties of any kind by landlord. The Academy shall maintain the Furniture in good operating condition, ordinary wear and tear accepted, and shall be responsible for all repairs and replacements of the Furniture. The Furniture shall at all times remain the property of Landlord and shall not be removed from the premises by the Academy, and upon the expiration or termination of this lease or of the Academy's right to possession of the premises, the Academy will at once surrender and deliver up the Furniture to landlord in good condition and repair, ordinary wear and tear excepted. Provided, however, in recognition that this lease ends on the last day of the term of the Lease, commencing on a date which is ten (10) days prior to the end of this lease, Landlord shall be entitled to remove the Furniture from the premises.

6. Maintenance and Repairs. Subject to, Landlord's obligations as set forth below, the Academy shall, at its own cost and expense, be responsible for routine maintenance and repair of the premises and will maintain the premises in good condition and repair including, but not limited to, walls and wall finishes, floor tile, carpet or other floor coverings, ceilings tiles, interior doors, interior signs, Trade Fixtures (as hereinafter defined), and all other appliances and equipment of every kind and nature located in, upon or about the premises. Prior to undertaking any repairs (other than an emergency), the Academy shall first provide Landlord with written notice of the intended work. The Academy shall keep and maintain the premises safe, secure, clean and free of debris, and in full compliance with all applicable laws and the Rules (as hereinafter defined). If the Academy fails to perform its maintenance and repair obligations, landlord may do so and the cost thereof shall become collectible as Additional Rent hereunder and shall be paid by the Academy within ten (10) days after presentation of Landlord's invoice.

Except as otherwise provided in this lease, the following will be maintained and repaired by landlord: (a) structure of the Building, including structural columns and supports, (b) the common areas, (c) the roof of the Building and exterior walls thereof, (d) exterior doors, (e) if applicable, heating, air conditioning and ventilation systems, (f) Building electrical, gas, water, sewer systems up to the point of entry into the premises, and (g) fire suppression systems servicing the Building. The foregoing notwithstanding, if Landlord is required to make any repairs by reason, in whole or in part, of the negligent act or failure to act by the Academy or the Academy's agent, servants, employees, contractors or subcontractors, or by reason of any use of the premises by The Academy which is not normal wear and tear, landlord may collect the cost of such repairs from the Academy, as Additional Rent, upon written demand.

7. Assignment/Subletting. The Academy shall not (whether voluntarily or involuntarily, by operation of law or otherwise) encumber, transfer or assign this lease or its rights or duties under this lease or sub-lease any part of the premises or permit the premises to be occupied by any other party without Landlord's prior written consent, and, if required under the Lease, Landlord's prior written consent.
8. Prime Lease Provisions. The Academy has received and reviewed the Lease. This Lease is subject and subordinate to all of the provisions set forth in the Lease. None of the provisions set forth in the Lease shall constitute representations or covenants on the part of Landlord. The Academy shall not do or permit anything to be done in the premises, or in connection with the Academy's use or occupancy of the premises or otherwise, which would violate any Lease covenants, terms or agreements. All waivers, releases, acknowledgments, disclaimers, indemnities and the like by Lessee in favor of the Landlord under the Lease are incorporated herein and are hereby confirmed by the Academy in favor of Landlord. Except as expressly modified by this lease, (i) the Academy agrees to undertake and be bound to Landlord by all obligations, covenants, agreements, indemnities and restrictions which are set forth in the Lease in the same manner as these obligations, covenants, agreements, indemnities and restrictions are binding upon Landlord, as the Academy, under the Lease, and (ii) Landlord has the same rights against the Academy with respect to this lease as the Landlord has against landlord, as the Academy, with respect to the Premises under



# METHODIST Children's Home SOCIETY

Foster Care | Adoption | Residential Care | Transitional Living

the Lease. As between the Academy and Landlord, in the event of any inconsistency between the terms of this lease and the terms of the Lease, the terms of this lease shall control. The Academy agrees that whenever the Lease requires the approval or consent of Landlord, the Academy must obtain the written approval or consent of the Landlord. In the event that the Lease gives Landlord or any right to terminate the Lease for any reason, including without limitation, in the event of the partial or total damage, destruction, or condemnation of the Building, the exercise of this right by Landlord will not constitute a default or breach of this lease.

- 9. Right of Entry. Landlord and their authorized agents have the right to enter the premises at all reasonable times to examine the same, or for any other reasonable business purpose.
- 10. Parking. During the Term of this Sublease, the Academy shall be permitted to use parking spaces in the parking lots adjacent to the Building, on a non-exclusive "first come, first serve" basis. Landlord may, but is not obligated to, designate exclusive parking spaces for the Academy's use of the parking lot adjacent to the Building if landlord determines that such designation is necessary or desirable. Landlord shall not be responsible for enforcing the Academy's parking rights against any third parties. Landlord reserves the right to adopt and enforce reasonable rules and regulations regarding parking and use of the parking areas by the Academy.
- 11. 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."
- 12. Rules and Regulations. The Academy agrees to comply with all rules and regulations that Landlord has made or may hereafter from time to time make for the premises including, without limitation, those rules and regulations as set forth on Exhibit A attached hereto (collectively, the "Rules"). Landlord shall not be liable in any way for damage caused by the non-observance by any of the other the Academy's of such similar covenants in their leases or of such Rules. The Academy's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Sublease.
- 13. Choice of Law. This lease will be governed and interpreted by Michigan law.

This lease has been signed and delivered as of the date first written above.

LANDLORD:

THE ACADEMY:

By: \_\_\_\_\_  
Print Name: Kevin Roach  
Its: Chief Executive Officer

By: \_\_\_\_\_  
Print Name: Zackery Hugg  
Its: Board President



**RIDER 1**

**ADDITIONAL TERMS AND PROVISIONS OF LEASE**

For the Academic Year of 2020-2021, Landlord agrees to the following:

R-1. **Utilities.** Landlord shall pay all utility charges assessed or billed to the premises during the Term of whatever nature, including without limitation, water and sewer, gas, telephone, electric and rubbish collection, when due and payable. Landlord shall furnish all electric light bulbs, tubes and ballasts, battery packs for emergency lighting and fire extinguishers. Any such charges paid by landlord and assessed against the Academy shall be immediately payable to landlord on demand and shall be additional rent hereunder. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises

R-2. **Telephone Communications and Internet Connections.** Landlord, at its cost and for its own account, shall be solely responsible for obtaining all telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Academy's telecommunications within the Premises. The foregoing notwithstanding, the Academy acknowledges and agrees that the Landlord shall determine the provider for data, Internet, and related services. The location of all equipment related to the Telecommunication Services including within the premises shall be subject to landlord's prior written consent and the installation thereof shall be done in compliance with the Rules, applicable laws and landlord's specific policies and practices for the Building.

R-3. **Insurance.** The following insurance is required to be carried by Landlord: (i) liability insurance in the commercial general liability form (or reasonable equivalent thereto) covering the premises and the Academy's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the premises, such insurance to be written on an occurrence basis (not a claims made basis), with combined single limit coverage of not less than \$ 1,000,000.00 and with a general aggregate limit of not less than \$2,000,000.00 for each policy year, and (ii) comprehensive automobile liability insurance covering the Academy against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the premises and Building in the amount of not less than \$ 1,000,000.00, combined single limit.

R-4. **Compliance.** The Building, also known as the Kresge Building exists to support the educational services of The Academy. Students and community members of all ages will have access to resources and space in order to learn and grow.

R-5. **Tax Exempt and Nonprofit Status.** The Academy acknowledges and agrees that presently, the Building, as property owned by the Landlord, is exempt from real estate taxes.

R-6. **Environmental.** The Academy shall not, under any circumstances whatsoever (i) cause or permit any Hazardous Materials (as defined below) to be brought upon, kept, stored or used in or about the premises, the Building, or the land upon which the same are located, (ii) cause or permit the release of any Hazardous Materials by the Academy or its agents, contractors, employees or invitees into any environmental media such as air, water or land, or into or on the premises, the Building, or the land upon which the same are located, in any manner. The Academy represents and warrants that all its activities on the premises, the Building, or the land upon which the same are located during the course of this lease will be conducted in compliance with Environmental Laws (as defined below). The Academy warrants that it is currently in compliance with all applicable Environmental Laws. The Academy, at The Academy's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws affecting in any way the premises. The Academy shall defend, indemnify and hold harmless landlord from and against all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses (including without limit court costs and reasonable attorney fees) of whatever kind arising from or relating to The



METHODIST  
**Children's Home**  
SOCIETY

Foster Care | Adoption | Residential Care | Transitional Living

Academy's breach of this paragraph. The provisions of this paragraph shall be in addition to, and not in limitation of, the obligations and liabilities of the Academy to Landlord under the Lease or under common law or other agreement, and shall survive the termination of the lease. "**Hazardous Materials**" shall mean shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under, any local, state or federal environmental, health or safety law, statute, ordinance, rule or regulation, including without limit the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act, as amended. "**Environmental Laws**" as used herein means all applicable statutes, statutory laws, common laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, agreements rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America, including but not limited to the State of Michigan; and (c) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws (x) relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, asbestos, asbestos-containing materials, presumed asbestos-containing materials, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes to, from, in, on or under ambient air, indoor air, surface water, ground water, soil, geologic formations, lands, equipment, structures or building materials, or (y) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes.

Landlord has disclosed to the Academy and the Academy expressly acknowledges that it is aware that a portion of the Building/Premises, is a Facility, as defined by Part 201 of Michigan's Public Act 451 of 1994 as amended. The Academy acknowledges that it has been provided with the opportunity to review environmental reports revealing the general nature and extent of the release of Hazardous Materials causing such property to be a facility, as required by M.C.L. 324.20116.

R-7. Anti-Terrorism Representations. The Academy is not, and shall not during the term of this lease become, a person or entity with whom landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 1002, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "**Anti-Terrorism Laws**"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated and Blocked Persons List (collectively "**Prohibited Persons**"). To the best of its knowledge, the Academy is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the premises. The Academy will not in the future during the term of this lease engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the premises. Breach of these representations constitutes a material breach of this Sublease and shall entitle Landlord to any and all remedies available thereunder, or at law or in equity.

R-8. Authority. The Academy represents that is authorized by all required corporate or partnership action to enter into this lease and the individual(s) signing this lease on behalf of The Academy are each authorized to bind the Academy to its terms.

R-9. Conflicts. This Rider 1 shall be incorporated into and made part of the lease. In the event of any conflict between the terms and conditions contained in this Rider and the terms and conditions contained in the lease, the terms and conditions of this Rider 1 shall control.



METHODIST  
**Children's Home**  
SOCIETY

Foster Care | Adoption | Residential Care | Transitional Living

EXHIBIT A

RULES AND REGULATIONS

- (1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.
- (2) The delivery or shipping of merchandise, supplies and fixtures to and from the premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the premises and the Building.
- (3) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord. The Landlord shall pay the cost of removal of any of the Academy's refuse or rubbish.
- (4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without, in each instance, the written consent of Landlord. Any aerial or such equipment so installed without such written consent shall be subject to removal without notice at any time.
- (5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of Landlord.
- (6) The outside areas immediately adjoining the premises shall be kept clean and free from snow, ice, dirt and rubbish by the Landlord and the Academy shall not place or permit any obstructions or merchandise in such areas.
- (7) The Academy and the Academy's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord.
- (8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Academy.
- (9) The Academy shall not burn any trash or garbage of any kind in or about the premises or the Building.
- (10) The Academy shall not use any space in the premises for living quarters, whether temporary or permanent.
- (11) The Academy shall not keep on the premises inflammables, such as gasoline, kerosene, naphtha and benzene, or explosives, or any other articles of an intrinsically dangerous nature.
- (12) Landlord shall furnish the Academy with keys for locks on the doors to the premises. The Academy shall return to Landlord the door keys for the premises at the end of the lease term.
- (13) The Academy shall have full responsibility for protecting the premises and the property located therein from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use.
- (14) The Academy shall be responsible for the observance of these regulations by the Academy's employees, agents, clients, customers, invitees and guests.



METHODIST  
**Children's Home**  
SOCIETY  
Foster Care | Adoption | Residential Care | Transitional Living

(16) The sidewalks, walks, corridors, ramps, elevators and staircases of the Building shall not be obstructed, and shall not be used by the Academy, or the employees, agents, servants, visitors or invitees of the Academy, for any purpose other than ingress and egress to and from the premises. The Academy and no employees of any of the Academy shall go upon the roof of the Building without the consent of Landlord.

(17) No awnings or other projections shall be attached to the outside walls of the Building.

(18) The plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances, including Hazardous Materials, shall be thrown therein.

(19) The Academy shall not make, or permit to be made any unseemly or disturbing noises, sounds or vibrations or disturb or interfere with neighboring buildings or premises or those having business with them.

(20) The Academy must, upon the termination of this tenancy, restore to the Landlord all keys either furnished to, or otherwise procured by, The Academy.

(21) Canvassing, soliciting and peddling in the Building are prohibited and The Academy shall cooperate to prevent such activity.

(22) Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the express written permission of Landlord. Trucks may only be parked at the loading docks for the Project, if any.

(23) The Academy shall not use any area for storage purposes other than the interior of the premises.

(24) The Academy shall not place, or cause or allow to be placed, any satellite dish, communications equipment, computer or microwave receiving equipment, antennae or other similar equipment about or on the exterior of the Building without the express written consent of Landlord. Any such equipment so placed without approval of Landlord may be removed by Landlord without notice to and at the expense of The Academy.

(25) Landlord shall have the right to exclude any person from the Building, and any person in the Building will be subject to identification by employees and agents of Landlord. Any persons in or entering the Building shall be required to comply with the security policies of the Landlord. If the Academy desires additional security service for the premises, the Academy shall have the right (with advance written consent of Landlord) to obtain such additional service at The Academy's sole cost and expense. The Academy shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property or for any error with regard to the exclusion from or admission to the Building of any person.

The foregoing Rules and Regulations and any changes or amendments hereinafter promulgated, are a part of the Lease between Landlord and the Academy. These Rules and Regulations have been adopted by Landlord for the mutual benefit and protection of Landlord and the Academy and in order to insure the safety, care and cleanliness of the Building and the preservation of order therein.