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

ISSUED BY

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

ISSUED TO

**GRAND RAPIDS CHILD DISCOVERY CENTER
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

GRAND RAPIDS CHILD DISCOVERY CENTER

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2026**

GENERAL INDEX

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Grand Rapids Child Discovery Center (the “Academy”), to be effective July 1, 2026, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

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

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

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

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Grand Rapids Child Discovery Center
Attn: Board President
409 Lafayette Ave SE
Grand Rapids, MI 49503

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2026, and shall remain in full force and effect for seven (7) years until June 30, 2033, 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]

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.

GRAND RAPIDS CHILD DISCOVERY CENTER

By:  4/16/2020
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 6, 2026:

Authorization of Grand Rapids Child Discovery Center, Grand Rapids (6a
Contract - 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 Grand Rapids Child Discovery Center (“Academy”), located at 409 Lafayette Ave. SE, Grand Rapids, MI 49504, 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 Division of K-12 Education Innovation and Scholar Success (DEISS) Director (“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 DEISS; and (ii) the Criminal Background Check Report prescribed by the University DEISS.
- 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 DEISS 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, but shall not exceed eleven (11).
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)
Eleven (11)	Six (6)

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

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

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)
Eleven (11)	Six (6)	Six (6)

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

Justine Burdette	1 year term expiring June 30, 2027
TBD	1 year term expiring June 30, 2027
TBD	1 year term expiring June 30, 2027
Tiffany Falcon-Ewigleben	2 year term expiring June 30, 2028
Travis LaFleur	2 year term expiring June 30, 2028
TBD	2 year term expiring June 30, 2028
TBD	2 year term expiring June 30, 2028
Jennifer McGraw	3 year term expiring June 30, 2029
Samantha Taylor	3 year term expiring June 30, 2029
TBD	3 year term expiring June 30, 2029
TBD	3 year term expiring June 30, 2029

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 10th day of February 2026.

A handwritten signature in black ink, appearing to read 'Sh', is written over a horizontal line.

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

SCHEDULE 2

ARTICLES OF INCORPORATION



28567389



STATE OF MICHIGAN
CSCL/CD- 511 - RESTATED ARTICLES OF
INCORPORATION FOR NONPROFIT
CORPORATIONS

Corporations Division Administrator

FILED

Doc #: 28567389

Filed Date: 6/11/2026

C0793-1212 06/09/2026 Received by Michigan Corporations Division

Restated Articles of Incorporation for use by Domestic Nonprofit Corporations

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

Corporation Information

The present name of the corporation is: GRAND RAPIDS CHILD DISCOVERY CENTER

The identification number assigned by the Bureau is: 800843190

Prior Business Name

None Entered

The date of filing the original Articles of Incorporation was: 12/01/1999

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

Article I

Michigan Nonprofit Corporation Name GRAND RAPIDS CHILD DISCOVERY CENTER

Article II

The purpose or purposes for which the corporation is formed are:

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, MCL 380.501 to 380.507, and the corporation is a governmental entity.
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

The corporation is formed on a Stock or Nonstock basis: Nonstock

The corporation is to be financed under the following general plan:

2.a. 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.

The corporation is formed on a Membership or Directorship basis:

Directorship

Article IV

The name of the resident agent at the registered office is:
LISA HEYNE

Address

409 LAFAYETTE SE, GRAND RAPIDS, MI 49503

Mailing Address

409 LAFAYETTE SE, GRAND RAPIDS, MI 49503

Article V - (Optional, leave unchecked if not applicable)

- ☐ Pursuant to Section 209(c) of the Act, a director or volunteer officer shall not be personally liable to the corporation, its shareholders, or its members for money damages for any action taken or any failure to take any action as a director or 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. (iv) An intentional criminal act. (v) A liability imposed under Section 497(a).
- ☐ Pursuant to Section 209(d) of the Act, the corporation assumes all liability to any person other than the corporation, its shareholders, or its members for all acts or omissions of a volunteer director occurring on or after January 1, 1988 incurred in the good faith performance of the volunteer director's duties.
- ☐ Pursuant to Section 209(e) of the Act, the corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of the provision 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. (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.

Optional Article(s)

Attach additional articles here:

Article 5-14.pdf

Filing Effective Date

The filing will be effective:

when filed by the Corporations Division Administrator.

Member, Shareholder, or Board Approval

These Restated Articles of Incorporation were duly adopted on: 06/08/2026

in accordance with the provisions of Section 641 of the Act.

The amendment was adopted by: the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Attestations

- ☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.
- ☒ I have been authorized by the business entity to file this document online.
- ☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature(s)

Self

Justine M. Burdette

06/09/2026

Signer's Capacity

Sign Here

Date

ARTICLE V

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 VI

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

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

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

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

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

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

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

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

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

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

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

8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7), nine (9), or eleven (11) 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)
Eleven (11)	Six (6)

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

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

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)
Eleven (11)	Six (6)	Six (6)

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

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

ARTICLE VII

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

Upon dissolution of the corporation, or upon revocation, termination, or expiration of the charter contract without reissuance, or upon the corporation being ineligible to receive state school aid funding for 18 consecutive months, title to all real and personal property, interests in real or personal property, and other assets owned by the corporation that were acquired substantially with funds received under the State School Aid Act shall be transferred to the State of Michigan, as required by MCL 388.1618a. The State Treasurer, or his or her designee, is authorized to dispose of such property. Net proceeds from the sale of such property, after payment of any corporate debt secured by the property, shall be deposited in the State School Aid Fund. Any remaining assets not subject to MCL 388.1618a shall be distributed in accordance with Chapter 8 of the Michigan Nonprofit Corporation Act and applicable law.

ARTICLE VIII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of 1964 PA 170, MCL 691.1407.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

- (i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.
- (ii) Intentional infliction of harm on the corporation, its shareholders, or members.
- (iii) A violation of Section 551 of the Michigan Nonprofit Corporation Act;
- (iv) An intentional criminal act.
- (v) A liability imposed under section 497(a).

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

ARTICLE XII

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

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

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

ARTICLE XIII

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

ARTICLE XIV

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

CONTRACT SCHEDULE 3

BY LAWS

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BYLAWS

OF

(NAME)

ARTICLE I

NAME

This organization shall be called (Grand Rapids Child Discovery Center) (The “Academy” or the “corporation”).

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy shall be 409 Lafayette Ave SE, Grand Rapids, MI 49503. The registered agent is Lisa Nuyens 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.
the Academy Board shall be handled in the following manner:

Nomination and appointment to

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

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

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

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

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

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), nine (9), or eleven (11) 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)
Eleven (11)	Six (6)

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

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

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)
Eleven (11)	Six (6)	Six (6)

Section 3. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

Section 3. Removal. If the **Grand Valley State University Board** of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy

Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

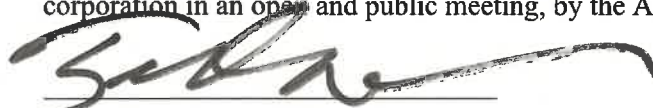
AMENDMENTS

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

Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 11 day of May

A handwritten signature in black ink, appearing to be "S. K. R.", written over a horizontal line.

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 Grand Rapids Child Discovery Center ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

BY: 

David Boyne, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: April 23, 2026

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS



**DIVISION OF K-12
EDUCATION INNOVATION
AND SCHOLAR SUCCESS**

GRAND VALLEY STATE UNIVERSITY®

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2026 – June 30, 2027**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2026-2027 School Calendar/School Day Schedule.	DEISS
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2026-2027.	DEISS
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2026-2027.	DEISS
July 1	Budgeted Enrollment Number for 2026-2027.	DEISS
July 15	Alternative Education Data Collection – final data for 25-26 school year, if applicable.	DEISS
August 3	Annual Designations – Board Resolutions for appointment of Freedom of Information Act Coordinator, Legal Counsel, School Safety Liaison, and Chief Administrative Officer for 2026-2027; board officer positions.	DEISS
August 17	NEW: MCL 380.1303a , Board adopted policy prohibiting the use of cell phones on school property.	DEISS
August 31	4 th Quarter Financial Statements – quarter ending 06/30.	DEISS
August 31	Hylant Insurance Policy Submission.	DEISS
September 3	GVSU Check Deposit Account Certification.	DEISS
September 3	Board approved Student Handbook 2026-2027.	DEISS
September 3	Board adopted Employee Handbook 2026-2027.	DEISS
September 3	School Contacts Update Certification.	DEISS
September 11	Updated Waitlist Number for 2026-2027.	DEISS
September 14	NEW: MCL 388.1764k Certification; compliance with school meals, count day incentives, and surveys.	DEISS
September 14	NEW: MCL 380.1308e Behavior Threat Assessment and Management Team Requirement.	DEISS
October 2	Staff Roster (GVSU Format).	DEISS
October 2	Annual Nonprofit Corporation Information Update for 2026.	DEISS
October 9	Unofficial Count Day and Actual Grades Submission.	DEISS
November 1	MCL 380.506 Annual Personnel Salary Disclosure Notice; list average salaries for new teachers, veteran teachers, and support staff on the academy website.	DEISS
November 1	Audited Financial Statements for fiscal year ending June 30, 2026. (See MDE Website, https://www.michigan.gov/mde , for MDE due date).	DEISS

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2026, if issued.	DEISS
November 1	Annual A-133 Single Audit for year ending June 30, 2026, is required if over \$750K in federal funds were expended.	DEISS
November 2	1 st Quarter Financial Statements – quarter ending 09/30.	DEISS
November 16	Alternative Education Data Collection, if applicable.	DEISS
December 1	Transparency Page Update Certification.	DEISS
January 8	Staff Roster (GVSU Format).	DEISS
January 8	School Contacts Update Certification.	DEISS
January 15	Emergency Operations Plan.	DEISS
January 29	2 nd Quarter Financial Statements – quarter ending 12/31.	DEISS
January 29	Board Member Annual Conflict of Interest.	DEISS
January 29	Schedule 6 Certification. See task for more detail.	DEISS
February 1	For contracts ending June 30, 2027- Draft ESP Agreements	DEISS
February 15	Annual Education Report. Please be sure to check mischooldata.org for deadlines and the updated templates, or find them in the Epicenter Task.	DEISS
April 12	Ensuring Access to Federal Funds-Significant Expansion Notice	DEISS
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	DEISS
May 14	Notice of Open Enrollment & Lottery Process and Admission/Enrollment Policy for 2027-2028.	DEISS
May 14	Offered Seat Schedule per Grade for 2027-2028.	DEISS
May 14	Waitlist for 2027-2028.	DEISS
June 1	Certificate of Boiler Inspection covering 2026-2027.	DEISS
June 1	NWEA Counts for next academic year.	DEISS
June 11	Copy of Notice of Public Hearing for Annual Operating Budget for 2027-2028. Must be published in newspaper of general circulation for at least 6 days before the hearing.	DEISS
June 25	2026-2027 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	DEISS
June 25	Board adopted Letter of Engagement for year ending June 30, 2027, for an independent financial audit.	DEISS
June 25	2026-2027 Annual Operating Budget – Final Amendment	DEISS
June 25	Food service license expiring in 2027.	DEISS
June 25	Scholarship Dollars awarded to graduating seniors (High Schools Only).	DEISS
June 25	Total number of graduates (High Schools Only).	DEISS

Ongoing Reporting Requirements July 1, 2026 – June 30, 2027

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting. <i>Meeting schedule should be available on academy website.</i>	DEISS
7 days prior to meeting	Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>	DEISS
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	DEISS
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings. <i>Minutes should be available on academy website.</i>	DEISS
30 business days after board approval	Board Adopted Annual Operating Budget for 2026-2027 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.	DEISS
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	DEISS
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.	DEISS
10 days of receipt	Correspondence received from the Michigan Department/State Board of Education and the Intermediate School District requiring a formal response.	DEISS
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	DEISS
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	DEISS
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	DEISS
5 business days of receipt	Request and Responses to Freedom of Information Requests.	DEISS

Original/Subsequent Board Policy Reporting Requirements

July 1, 2026 – June 30, 2027

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.	DEISS
Board of Director Bylaws.	DEISS
Educational Service Provider Agreements/Amendments.	DEISS
Academy's Educational Goals.	DEISS
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	DEISS
Lease, Deed of Premises, or Rental Agreement and subsequent amendments (includes modular units).	DEISS
Curriculum including any additions/deletions.	DEISS
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit https://www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	DEISS
Communicable Disease Curriculum (including minutes of board approval).	DEISS
Job Descriptions for all employee groups.	DEISS
REQUIRED BOARD POLICIES <i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>	SUBMIT TO:
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	DEISS
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	DEISS
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	DEISS
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	DEISS
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	DEISS
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	DEISS
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	DEISS
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	DEISS

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

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2026 – June 30, 2027

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July	2025-2026 31a Funds Report Due.	NexSys
July/August	Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May).	NexSys
1 st Wednesday of October	Student Count Day for State Aid FTE (90% of state funding).	No submission required.
September	SE-4094 Special Education Transportation Report from 2025-26 (Contact ISD for due date).	FID
September	SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).	FID

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
September	*Special Education Findings–Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required.	Catamaran
September	Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).	NexSys
September	Certification of Constitutionally Protected Prayer.	NexSys
October 1 – October 31	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is a review performed by DEISS. No submission required.	No submission needed
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 1	Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.	FID
November	Deadline for MSDS FTE Count Certification.	CEPI
December 1	Registry of Educational Personnel (REP) Fall Submission. State aid will be withheld if the REP is not certified.	REP
November/December	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
January	Special Education Excess Cost Report (Contact ISD for due date).	Catamaran
February 1	Deadline for Immunization Record Report–IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
2 nd Wednesday of February	Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).	No submission required
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).	MDE
March	Deadline for MSDS FTE Count Certification.	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran
May	*Special Education Findings–May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review/completion of corrective actions as required.	Catamaran
June	Final year-end certification due (MSDS).	ISD, CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)
June 30	Registry of Educational Personnel (REP) Submission. State aid will be withheld if the REP is not certified.	REP

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

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

SCHEDULE 6

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

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University 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 11.23(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 11.17. 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

The Academy will comply with the requirements of MCL 380.503(q) and is required to list "authorized by Grand Valley State University" on property signage, promotional materials, footer of its website pages, and student applications.

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Academic Achievement

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

Academic Growth

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

Date:

7/14/2026


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the GRDC Board of Directors at a properly noticed open meeting held on the 13th day of April, 2026, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM

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

GRCDC's 3-5 Reading Curriculum

GRCDC has adopted curricular materials to explicitly teach the reading domains of phonics, vocabulary and comprehension in grades 3-5. The following curricular resources are aligned to Michigan's K-12 English Language Arts Standards.

Phonics is taught daily and systematically using a common scope and sequence, instructional routine and materials. The 95 Phonics Core Program was formally adopted in December 2025 and began implementation in January 2026. The 95 Phonics Core Program was ranked 3rd by the state's Committee for Literacy Achievement. [Read their rubric scoring of the resource here.](#)

The following resources outline the 95 Phonics Core Program's connection to current research, academic standards and the order in which skills are taught across grade levels:

- [Brochure](#) and [K-5 Continuum](#)
- [3rd Grade CCSS Correlations](#) and [3rd Grade Scope and Sequence](#)
- [4th Grade CCSS Correlations](#) and [4th Grade Scope and Sequence](#)
- [5th Grade CCSS Correlations](#) and [5th Grade Scope and Sequence](#)

Vocabulary and Comprehension are taught daily using Magnetic Reading, published by Curriculum Associates.

- [Magnetic Reading Overview](#)
- [Standards Correlation Grades 3-5](#)
- [Magnetic Reading Supporting Research](#)

GRCDC's K-5 Science Curriculum

The GRCDC adopted Phenomenal Science Curricular units to align with the updated science standards. Implementation was completed in 2018-19. View specific curricular unit maps, lessons and materials below:

- ☐ [Kindergarten Units](#)
- ☐ [1st Grade Units](#)
- ☐ [2nd Grade Units](#)
- ☐ [3rd Grade Units](#)
- ☐ [4th Grade Units](#)
- ☐ [5th Grade Units](#)

GRCDC's K-5 Social Studies Curriculum

Research shows that authentic social studies experiences build civic understanding, deepen world knowledge, and strongly support long-term growth in literacy and other academic areas.

The GRCDC currently uses the MAISA units for social studies. This curriculum is nearing a complete realignment to the 2019 Michigan Social Studies Standards, Common Core, and the C3 Framework. Grades 2-5 have been fully revised for alignment and Grade 1 is partially revised with final revisions completed on a rolling basis throughout the 25-26 school year and Grade K expected during the 2026-27 school year.

View specific curricular unit maps, lessons and materials below:

- ☐ Kindergarten: [Myself and Others](#)
- ☐ 1st Grade: [Families and Schools](#)
- ☐ 2nd Grade: [The Local Community](#)
- ☐ 3rd Grade: [Michigan Studies](#)
- ☐ 4th Grade: [US Studies](#)
- ☐ 5th Grade: [Early United States History \(Beginnings to 1800\)](#)

GRCDC's K-5 Music Curriculum

Six grade level curriculum maps were created using a template from **MAEIA** (Michigan Arts Education Instruction and Assessment). The curriculum maps were further broken down by grade level. On the curriculum map, columns feature the Michigan GLCEs (grade level content expectations), national standards, overviews of activities in each grade level, and assessments aligning with GRCDC's trimester schedule. Assessments included in the curriculum map are both from MAEIA and crafted from GLCEs. These assessment scores will be shared with families on each report card in grades K-5.

- ☐ [Kindergarten Curriculum Map](#)
- ☐ [1st Grade Curriculum Map](#)
- ☐ [2nd Grade Curriculum Map](#)
- ☐ [3rd Grade Curriculum Map](#)
- ☐ [4th Grade Curriculum Map](#)
- ☐ [5th Grade Curriculum Map](#)

GRCDC's K-5 Visual Arts

This framework is intentionally designed to be flexible and adaptable as educators engage in deeper reflective practice. Each grade level has a set of essential standards and collaboration skills as essential requirements for project work and assessment carried out in the Studio. [See our Studio Project Work Framework for further details.](#)

GRCDC's K-5 Physical Education

At GRCDC physical education is called Movement and integrates both Social Emotional Learning (e.g. CASEL Competencies) and essential state standards. [This document serves as an organizing structure for each grade level](#) to gather a quick glance of which standards will be taught, those formally assessed and the related materials and assessments to be used. **A significant revision is in process with a formal recommendation to the Board of Education for the approval of a new K-5 physical education curriculum in June of 2026.**

GRCDC's K-5 Social Emotional Learning

[Empowering Education](#), is a Social Emotional Learning curriculum that will be implemented in all classrooms. The direct to student weekly lessons are rooted in a unique K-2 and 3-5 scope and sequence, expanding subsequent years with applicable extension activities and follow up opportunities for classroom teachers to use during Morning Meeting and Closing Circle. [See the curricular resource's scope and sequence here.](#)

SCHEDULE 7-3

STAFF RESPONSIBILITIES

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

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

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

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

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

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

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

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

GRCDC Assignment of Duties

Assignment of Duties

Who do I ask? LOOK BELOW

L. Nuyens, ED/Supe	S. Cooper, Pedagogista	R.Harth, Administrative Assistant/Director of Operations	J. Hammond, Administrative Support
Vision setting and articulation Curricular vision Human Resources Special Education/LEA Rep/GRPS liaison 504 Coordinator External Partnerships and Relationships Board Communication Fundraising Custodial Issues Safety and Security School Calendar Facilities Finances State reporting and legal compliance (overall) Staff and school culture Parental Information and communication Evaluations of all staff (partial teacher eval) District Processes, SEL, and Equity Advisory Council Union communication and issues Community meeting Grants and federal funds-compliance and reporting Classroom Supplies SEL Data Cycle, Planning and compliance to the tiers Schoolwide Culture Plan Hiring Contracts Attendance	Curricular direction and implementation Substitute teacher support Student data, progress, grading and portfolio guidance Unit and Lesson Planning New teacher orientation Mentor program Teacher evaluation (leads this in partnership with Nuyens) Data Cycle Professional development plan (CPS, PLCs, reflective meetings) Teacher coaching-observation, co-teaching, model teaching, partnering Documentation support SST Process Support District and Building Assessment Coordinator (w/ M. Swartz) Continuous Improvement Plan Process Lead (Nuyens heavily involved) MTSS Planning and implementation Oversight of MTSS Reading and Math Advisory Council Master Scheduling Math and Reading Pilots	Pupil accounting Attendance policy and oversight Link Letter Hiring Paperwork and communication Payroll Enrollment/Withdrawal Telephone and Internet Technology Skyward Student information (collection and curation) Nuyens calendar support Keys/key cards Facilities use requests Website curation Schedule and communication around emergency drills State reporting as necessary Food Service Communication Operations Procedure design and communication Substitute teacher scheduling	Answer phones Take messages Medical compliance, light first aid Attendance Bank deposits Other duties assigned as necessary Record keeping and preparation
Starke, SpEd Team Lead	Andrew Kleinschmit, SEL and Culture Coach		
IEP Issues IEP oversight and proofreading IEP related behavior management plans and data	Behavior Support School Culture implementation and support Communication and connection with families		

GRCDC Assignment of Dui

collection Accommodations for testing (plans with Swartz) Files oversight Compliance oversight	Homeless Liaison SEL Interventions (tier 3) Facilities needs (on an emergency basis) Discipline reporting and files Social Emotional Learning Lead Program implementation and guidance- training and teaching Ops support for arrival and dismissal (second in command with rachel) Culture Coaching		
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- [Teacher Job Description](#)
- [Academic Interventionist Job Description](#)
- [SEL and Culture Coach Job Description](#)
- [SEL Interventionist Job Description](#)
- [Paraprofessional Job Description](#)
- [Visual Studio Arts Teacher Job Description](#)
- [Movement Teacher Job Description](#)
- [Music Teacher Job Description](#)
- [Resource Teacher Job Description](#)
- [Director of Operations](#)
- [Administrative Assistant Support](#)
- [Executive Director](#)
- [Pedagogista/Instructional Leader](#)

Classroom Paraprofessional

Job Type: Full-time

Salary: \$18/hour 7:55-4:20 p.m. M-F; some afternoon meetings required, as well as a couple of evening events each year.

The Grand Rapids Child Discovery Center Discovery (Classroom) Paraprofessional plays a critical role in the success of the school. A paraprofessional is responsible for working with groups of children at the direction of the classroom teachers. The paraprofessional is responsible for making safe decisions, modeling professional behavior and joining in the life of the school to build relationships with children, families and staff. The role generally is assigned a predictable schedule based on student need in a grade level or set of classrooms; however, the paraprofessional may be assigned flexibly or temporarily as need arises. The paraprofessional takes direction from the classroom teaching team, but is supervised by the Pedagogista. All staff ultimately report to the Executive Director.

Minimal Qualifications:

- Highly qualified status for Title I Instructional Staff – [must possess at least ONE of the following: Associate's Degree, 60 hours of Undergraduate College Coursework OR have passed the WorkKeys Assessment]
- Ability and willingness to act as classroom substitute teacher
- Ability to manage large groups of children during lunch and recess
- Effective oral and written communication
- Ability to work collaboratively as a member of a teaching team and school community
- Experience with elementary age children and diverse educational settings
- Demonstrated success in previous employment
- Flexibility, ability to quickly adjust to changes in schedule or duties, based on the needs of the school
- Commitment to our school core values of connection, potential, inspiration and equity

Preferred Qualifications:

- State of Michigan Teaching Certification
- Knowledge of Reggio Emilia Approach
- Crisis Prevention Intervention and CPR/First Aid Certification or the willingness to obtain when offered training

Responsibilities for Instructional Purposes:

- Work with a small group and/or one on one with individual students as directed by teachers
- Have conversations with children and document them
- Connect to teachers, children, and the year-long project
- Guide children on study trips, movement activities or other experiences outside the classroom
- Deliver teaching points as needed and planned for by the teachers
- Supervise, monitor, and connect with students during lunch and recess

Responsibilities to the Discovery (Classroom)

- Support instructional decisions and assist teachers as needed
- Help prepare the areas of the classroom and materials for daily or future use

- Help keep the environment clean, clutter free and organized
- Model appropriate behaviors and support teachers with classroom management
- Participate in the flow of the day
- Provide breaks for children who need them
- Support social and emotional learning

Responsibilities to the School

- Build relationships with staff, students, and families
- Supervise children during morning drop off, clean up, lunch, recess and at transition times.
- Attend staff meetings 2-3/month known as Collaborative Planning meetings
- Participate in the life and activity of the school
- Demonstrate flexibility, self-direction and professionalism
- Communicate ideas and collaborate
- Follow all school policies as outlined in the Employee Handbook



Director of Operations Job Description

Director of Operations

Grand Rapids Child Discovery Center (GRCDC)

Full-Time, School-Based Leadership Position

Overview

The Director of Operations ensures that the daily life of GRCDC runs smoothly, efficiently, and in alignment with the school's mission, values, and community-driven philosophy. This position integrates systems management, communication, and operational oversight to create a supportive environment where children, families, and staff can thrive.

The Director of Operations is responsible for managing the operational systems that sustain the learning environment—pupil accounting, technology, communication, facilities, food service coordination, and state reporting—while also leading continuous improvement of operational procedures and communication systems.

This role requires precision, strong organizational systems, and a relational approach to teamwork. The Director of Operations collaborates closely with the Executive Director and Instructional Leader/Pedagoga to ensure coherence between the school's operational and instructional goals.

Core Responsibilities

1. Student and Pupil Accounting

- Maintain accurate pupil accounting records and ensure compliance with all state and authorizer reporting requirements.
- Oversee student enrollment and withdrawal processes, including forms, communications, and data entry.
- Manage student information systems (Skyward), ensuring accurate and timely entry of demographic, attendance, and assessment data.
- Lead attendance policy implementation, communication, and monitoring.

2. Human Resources and Payroll

- Oversee hiring paperwork, onboarding communication, and background check processes for all staff.
- Prepare and verify payroll information and staff attendance reports in coordination with the business manager.
- Suggest, communicate and reinforce Human Resource policies
- Maintain accurate staff records and ensure confidentiality of personnel information.

- Support substitute teacher scheduling and ensure coverage and communication for staff absences.

3. Communication and Coordination

- Write and distribute the weekly Link Letter (family newsletter) and support other family communication systems.
- Maintain the school website, ensuring accuracy, consistency, and alignment with GRCDC's brand and values.
- Manage operations-related communication systems, including emergency notifications and general inquiries.

4. Facilities, Technology, and Safety

- Serve as the main contact for facilities use requests, building access (keys/key cards), and scheduling of space.
- Coordinate telephone, internet, and technology systems, including maintenance and troubleshooting support in partnership with contracted providers.
- Ensure emergency drills are scheduled, communicated, and logged according to state law.
- Oversee food service communication and compliance with child nutrition program partners.
- Support or lead communication with contractors and sub contractors in partnership with the Head Custodian
- Oversee the work of the part time cleaning aide and lunch aide

5. Systems, Reporting, and Compliance

- Manage state and authorizer reporting as assigned (attendance, safety drills, compliance forms, etc.).
- Collaborate with the Executive Director to ensure operational systems align with school policies and compliance standards.
- Develop and maintain operations procedures, manuals, and staff-facing guides that promote consistency and efficiency.
- Support schoolwide data collection and curation for internal and external reporting.

6. Continuous Improvement

- Identify opportunities to streamline processes and improve user experience for staff, families, and partners.
 - Partner with leadership to ensure operational systems uphold GRCDC's core values of Potential, Inspiration, Connection, and Equity.
 - Act as a model of clear, kind, and timely communication across all operational systems.
-

Qualifications

Required

- Bachelor's degree in Business Administration, Education Administration, or related field (or equivalent experience).
- Minimum 3–5 years of experience in school operations, business management, or administrative coordination.
- Strong knowledge of pupil accounting, data management, and reporting systems (Skyward experience preferred).
- Excellent organizational, communication, and project management skills.
- Proficiency in Google Workspace, Microsoft Office, and web-based communication platforms.

Preferred

- Experience in Michigan public or charter school operations.
 - Familiarity with state reporting systems (CEPI, MiDataHub, etc.).
 - Understanding of Reggio Emilia–inspired or child-centered educational models.
-

Personal Attributes

- Highly organized and detail-oriented, with the ability to manage multiple priorities.
 - Calm and solution-oriented in fast-paced environments.
 - Values collaboration, transparency, and clear communication.
 - Committed to equity and inclusion in all operational processes.
 - Approaches work with curiosity, efficiency, and care for the whole community.
-

Reports To

Executive Director



Grand Rapids Child Discovery Center- Elementary Music Education

District Description: The District has one building, approximately 287 students in grade levels K-5 and is located in the heart of Grand Rapids, MI. Our school enrollment is about 70% white students and 30%, students of color and about 41% of our student population qualifies for Free or Reduced Lunch. About 7% of our total school population receive special education services. We are proud of the diversity in our school within a broad range of demographics. We have a specific focus on racial equity at our school and seek candidates who are also committed to this.

The Single Building School District is a Charter School, authorized by the Grand Rapids Public Schools. As such, teachers in the district are included in the GREA contract for purposes of salary scale and insurance.

MUST BRING: Joy, innate respect for all children, deep drive to meet the needs of all children, ability to partner deeply with families, personal responsibility, sense of possibility, commitment to working interdependently with a team, orientation towards connection with others! Candidates should connect to our core values of connection, inspiration, potential, and equity. All candidates should visit our website at grcdc.org to learn more about our special school.

This position is to create and grow the very first school-based music program at the Grand Rapids Child Discovery Center. This IS A FULL TIME POSITION IN ONE ELEMENTARY SCHOOL

Certification: JX, JQ Music K-12

Music teacher will provide general music and choral instruction once a week to students K-12.

JOB FUNCTIONS:

- Responsible for developing a high-quality vocal music program using research based instructional strategies as the foundations for creating a successful music
- Provide research-based music instruction enabling all students to know and demonstrate the foundations of successful singing – proper posture, breathing, proper tone production, syllabic pronunciation, technique, etc.
- Provide researched-based music instruction enabling all students to know and demonstrate the foundations of successful music reading/literacy - read the notes on the staff, identify the letter name, and match the pitch independently
- Provide rhythmic instructions so all students can count and clap rhythmic patterns independently
- Develop lesson plans based on the music curriculum- while using social emotional learning and research, as well as a Reggio-inspired approach to modify/enrich lessons
- Work collaboratively with a team of specials teachers and grade level teachers
- Differentiate instruction so all learning styles are included, and every student is reached
- Plan and execute a minimum of two performances per year
- Evaluate student progress based on formal and informal assessment to inform instruction
- Grade students and input the data into the computer-based grading program
- Attend meetings and workshops to stay current with educational practice



- Provide a safe, effective classroom environment that is focused on learning and student growth
- Establish and maintain timely effective written/oral communication with students, parents, building and district level staff
- Create and maintain positive relations with students, parents, staff, and community
- Exercise good judgment implementing school district policies, procedures, guidelines, and law
- Serve as a role model for all students and within the school community
- Work effectively with diverse students and staff of various backgrounds
- Other duties as assigned

PREPARATIONS, TRAINING, EDUCATION AND EXPERIENCE:

JX/JQ K-12 music teacher certification

Degree in Music Education with a focus in vocal music

Successful teaching experience working in a diverse setting preferred

Successful experience developing a vocal music program where all students read music and perform independently

Successful experience teaching beginning vocal students

Must be highly organized to maintain effective records

Grand Rapids Child Discovery Center- GRCDC Executive Director/Superintendent Position

The Grand Rapids Child Discovery Center is currently accepting applications for Executive Director/Superintendent for the 2017-2018 school year.

Position open until filled

GRCDC School Website: childdiscoverycenter.org

We are a public school academy, chartered under Grand Rapids Public School District, serving students in grades Kindergarten through Fifth. *The mission* of the GRCDC is to continuously expand the potential of children, the experiences of educators and the involvement of parents within a diverse community of Grand Rapids, Michigan. *The vision* is to base all decisions on the principles of Reggio-Emilia incorporating current research on learning as well as developmentally appropriate practice.

In the GRCDC School community children and adults are committed to creating a learning community that values caring relationships, inquiry and innovation, creativity and a democratic way of life. The GRCDC is an independent district, also known as a stand-alone charter, responsible for its own daily operational and administrative decisions and duties. The Executive Director/Superintendent of the GRCDC is the lead administrator for the school and the district who reports to a Board of Directors that is approved by the charter authorizer (GRPS). This position offers an opportunity to be part of a vibrant and engaged school community, a meaningful voice to innovate in school design and ideas, and competitive salary and benefits.

Necessary Qualifications:

- Master's degree or higher in an educational field
- Possession of Michigan State Administrative Certificate or evidence of endorsement *in process* from an approved and accredited program (within 2 years of hire date)
- Minimum 5 years of successful teaching experience with a track record of success
- District Level experience or interest
- Experience developing and managing budgets
- Minimum of 2 years of experience leadership in an educational setting including supervision/management
- Interest in building strong community support for the school, including fund-raising.

Desired Qualifications:

- Experience creating school conditions, processes, and practices that support learning for racially, ethnically, culturally, and linguistically diverse students.
- Experience developing student specific interventions, curriculum and instruction, special education and language acquisition programs.

- Experience with behavioral and discipline systems (including Restorative Practices, Positive Behavior Interventions and Supports).
- Experience recording, collecting, analyzing, and utilizing data to monitor student academic and behavioral progress.
- Experience in non-profit leadership, including dynamics of working with a board and fund-raising.
- Knowledge, understanding, and evidence of experience with the Reggio-Emilia Approach
- At least 2 letters of professional recommendation

Essential Functions:

The list of essential functions is not exhaustive and may be supplemented

Serves as the Executive Director of the Grand Rapids Child Discovery Center. The Executive Director is responsible for carrying out the vision and mission of the organization as well as overseeing and being involved in all aspects of organizational management	
Vision and Mission Setting and Direction	● In partnership with school Pedagogista, creates vision, values and goals ● Represents and advocates the Reggio-Emilia approach in the educational and wider community
Financial Management and Fundraising	● Seeks out applicable sources of funding to ensure sustainability and growth ● Leads school budgeting and policy framework development
Partnerships	● Develops relationships and collaboration with other community organizations that benefit the GRCDC
Human Resources	● Hires and evaluates staff
Operational Duties	● Supports and attends extracurricular activities ● Ensures school facilities are safe, secure and clean ● Assigns workloads, tasks, and work schedules. ● Reviews, approves, and exercises supervision over all school sponsored programs, projects, events and publications.
Accountability to the Board of Directors	● Markets school programs ● Oversees recruitment and enrollment ● Communicates school accountability plan

Serves as the Superintendent of the Grand Rapids Child Discovery Center. The Superintendent sets the instructional vision of the school and makes decisions in line with the instructional vision, and manages all instructional and administrative programs and activities.	
Instructional Program	● Sets high expectations for learning and growth for students and staff ● Provides guidance on curriculum and instruction ● Assumes responsibility for student achievement (overall proficiency targets and eliminating gaps)
Data and Assessment	● Frequently monitors student progress in partnership with pedagogista ● Supports and participates in a regular data cycle to ensure the fidelity of instruction program and student progress ● Develops a pyramid of intervention for all students and monitors its progress (RTI)
School Culture	● Creates a welcoming climate and culture ● Remains responsive to parents and community ● Maintains, supports and nurtures the integrity and philosophy of the Reggio approach within the curriculum, culture, and community of the institution. ● Maintains high standards and expectations of student conduct and enforces discipline as necessary, complying with due process and rights of student.
Reporting and Compliance	● Monitors services provided to students ● Submits reports and data to all state and local entities accurately and on-time.
Staff Development	● Ensures presence of professional development plans for all staff. ● Uses and models use of technology ● Models behaviors of a lifelong learner
	● All other related duties as required

All interested and qualified candidates are encouraged to send electronic resume and cover letter to: board@childdiscoverycenter.org

Non-Discrimination

The Grand Rapids Child Discovery Center will not discriminate against any person based on race, sex, sexual orientation, gender, gender identity and expression, height, weight, color, religion, national origin, age, marital status, pregnancy, disability or veteran status.



GRCDC Movement Teacher (PE Certification)

Title: Physical Education Teacher

Reports To: Instructional Leader (Pedagogista) and Executive Director

Interested Candidates: Send resume and cover letter to Lisa Heyne at heyne@childdiscoverycenter.org

Job Function: This is a position offering physical education/movement instruction to all students K-5. The Movement/Media teacher is responsible for organizing innovative games and challenges that help students develop motor skills, an understanding of how their body best grows and learns, general healthy life practices and personal wellness. The teacher will design and facilitate the instruction for the course [based on state standards](#). The teacher shall serve as the instructional leader in his/her classroom. The Grand Rapids Child Discovery Center uses the Reggio Emilia approach to support children in their academic and social development. The teacher must be creative, flexible, and resourceful in using school space and limited resources, as well as motivated by instructing students across multiple grade levels.

District Description: The District has one building, approximately 277 students in grade levels K-5 and is located in the heart of Grand Rapids, MI. Our school enrollment is about 58% white students and 42%, students of color and about 41% of our student population qualifies for Free or Reduced Lunch. About 7% of our total school population receive special education services. We are proud of the diversity in our school within a broad range of demographics. We have a specific focus on racial equity at our school and seek candidates who are also committed to this.

The Single Building School District is a Charter School, authorized by the Grand Rapids Public Schools. As such, teachers in the district are included in the GREA contract.

MUST BRING: Joy, innate respect for all children, deep drive to meet the needs of all children, ability to partner meaningfully with families, personal responsibility, sense of possibility, commitment to working interdependently with a team, orientation towards connection with others! Candidates should align with our core values of connection, inspiration, potential, and equity. All candidates should visit our website at grcdc.org to learn more about our special school.

Duties and Responsibilities:

- Prepare and maintain a learning environment that supports children, their learning, and is based on the principles of the Reggio Emilia approach.
- Document individual student progress, as well as the progress of classroom groups.
- Prepare and maintain documentation of progress via conferences, report cards, and other appropriate means to the subject matter.
- Promote and work collaboratively on school goals and objectives.
- Develop curriculum, units, lesson plans and assessments. Instruct and monitor students' use of materials and equipment.



- Work closely with classroom teachers to ensure that relevant teaching points or themes are reflected in the specials' curriculum.
- Differentiate instruction as necessary.
- Establish classroom structures, routines, and rituals that value positive relationships with students.
- Maintain all necessary records accurately and completely as required by laws, district policies, and school guidelines.
- Participate in school, district, and parent meetings as well as district/school events and activities.

Additional Qualifications:

The GRCDC is seeking a teacher that is especially committed to leading systemic reconfiguration of the district, while helping to sustain the school's sense of urgency in dramatically improving student and teacher performance in a short amount of time. Qualified candidates should skillfully demonstrate the following "status quo-busting" competencies:

- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning
- the commitment to coordinate instruction within and across grade levels
- the capacity to rigorously create and sustain a well-orchestrated system of ongoing data collection and analysis to inform a continuously responsive and adaptive system of tiered instruction attentive to students' needs
- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead

Professional Qualifications:

Required: Bachelor's Degree or higher in Education. Valid Michigan elementary teaching certificate. Demonstrated ability to work effectively in a team setting. Demonstrated ability to communicate effectively both orally and in written form.

Preferred: Valid Michigan Teaching Certificate with MB or MX endorsement. Previous classroom teaching experience in a district with comparable demographics. Demonstrated knowledge of the Reggio Emilia approach. Demonstrated knowledge of culturally responsive teaching practices. Crisis Prevention Intervention and CPR/First Aid Certification or willingness to obtain.



K-5 Special Education Resource Teacher

REPORTS TO: Building Leader for Instruction (Pedagogista) and Executive Director

JOB FUNCTION: The teacher will work with children, families, and general education teachers to provide support, accommodations, adjustments and direct instruction so that children will access the general education curriculum and meet their IEP goals. The teacher serves as case manager for their students. This position has a specific focus on social and emotional learning and support.

District Description: The District has one building, approximately 275 students in grade levels K-5 and is located in the heart of Grand Rapids, MI. Our school enrollment is about 58% white students and 42%, students of color and about 41% of our student population qualifies for Free or Reduced Lunch. About 7% of our total school population receive special education services. We are proud of the diversity in our school within a broad range of demographics. We have a specific focus on racial equity at our school and seek candidates who are also committed to this.

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The successful candidate for this position will bring experience and passion working with upper elementary age children.

DUTIES AND RESPONSIBILITIES:

Job Responsibilities:

- Comply with timelines, laws, and regulations as it relates to district, state, and federal policies and procedures
- Provide direct and/or supplemental instruction to students on the assigned caseload
- Document student progress on goals, objectives, accommodations, service time, and discipline/suspensions
- Differentiate instruction to meet the needs of the individual
- Function as case coordinator for the Review of Existing Evaluation Data (REED) process
- Work closely with school psychologists in the REED process
- Collaborate with all service providers, general education teachers and other staff to support and provide documentation for the review of existing evaluation data (REED) process
- Serve on school wide committees and the Culture and Behavior Team
- Maintain consistent contact with parents
- Log and maintain monthly Medicaid reports

- Maintain an electronic log to document students' goals and objectives, accommodations, and other IEP related services
- Participate and/or facilitate Student Support Team as appropriate per Principal request
- Collaborate with all service providers, general education teachers and other staff to support students' educational/behavioral needs and provide documentation for the review of existing evaluation data (REED) process
- Provide assistance and positive interventions for students with IEPs experiencing behavioral difficulties
- Participate in Functional Behavioral Assessment (FBAs) and Positive Behavior Intervention Plan (BIP) meetings
- Provision of educational services for students due to suspensions/expulsions is also part of the job responsibilities, as appropriate.
- Meet weekly with MTSS coordinator and other behavior personnel to discuss behavior plan progress, plans that maybe needed, and any other behavior concern.
- Keep records for all Tier II and III behavior plans (e.g. goals, lessons, progress monitoring).
- Write lessons plans for proactive social/emotional groupings
- Attend KISD and GRCDC professional development/trainings to assist in interventions, reducing suspension, FBAs, BIPs, special education discipline laws and regulations
- Other duties as assigned by building administration

Minimum Qualifications:

- BS or BA in Special Education with endorsement in any area
- Special Education Certification required
- Must be knowledgeable of Common Core State Standards and strategies to meet the academic, behavioral, and social-emotional needs of students
- Competency in the administration and interpretation of district assessments and development of behavior support plans
- Ability to establish and maintain effective working relationships with students, peers, parents, and community
- Ability to communicate clearly and concisely (oral and written)

Preferred Qualifications:

- Emotional Impairment endorsement
- Learning Disability endorsement

Additional Qualifications: The GRCDC is seeking a candidate who is committed to leading the systemic reconfiguration of the district at the classroom level, while sustaining the organization's sense of urgency in realizing dramatic improvement in student and teacher performance in a short amount of time. We believe in disrupting the status quo. Qualified candidates should skillfully demonstrate the following turnaround competencies:

- the ability to prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- the strong desire to achieve outstanding results in a short amount of time;

- the strong desire and ability to build meaningful, care relationships with students in order to exert academic press and influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional, and health needs are addressed;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the capacity to rigorously create and sustain a well-orchestrated system of ongoing data collection and analysis to inform a continuously responsive and adaptive system of tiered instruction attentive to students' specific academic needs;
- the capacity to align curriculum, instruction, and assessments while responding to individual needs of students;
- the ability to seek out knowledgeable peers, coaches, or administrators for instructional support in the never ending quest to deliver the vision of high quality subject-specific instruction in every class period every day.

Preferred: Previous classroom teaching experience in a comparable district. Demonstrated knowledge of and experience using the Reggio Emilia approach. Crisis Prevention Intervention and CPR/First Aid Certification or the willingness to obtain when offered training.



Grand Rapids Child Discovery Center- Elementary Music Education

District Description: The District has one building, approximately 287 students in grade levels K-5 and is located in the heart of Grand Rapids, MI. Our school enrollment is about 70% white students and 30%, students of color and about 41% of our student population qualifies for Free or Reduced Lunch. About 7% of our total school population receive special education services. We are proud of the diversity in our school within a broad range of demographics. We have a specific focus on racial equity at our school and seek candidates who are also committed to this.

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MUST BRING: Joy, innate respect for all children, deep drive to meet the needs of all children, ability to partner deeply with families, personal responsibility, sense of possibility, commitment to working interdependently with a team, orientation towards connection with others! Candidates should connect to our core values of connection, inspiration, potential, and equity. All candidates should visit our website at grcdc.org to learn more about our special school.

This position is to create and grow the very first school-based music program at the Grand Rapids Child Discovery Center. This IS A FULL TIME POSITION IN ONE ELEMENTARY SCHOOL

Certification: JX, JQ Music K-12

Music teacher will provide general music and choral instruction once a week to students K-12.

JOB FUNCTIONS:

- Responsible for developing a high-quality vocal music program using research based instructional strategies as the foundations for creating a successful music
- Provide research-based music instruction enabling all students to know and demonstrate the foundations of successful singing – proper posture, breathing, proper tone production, syllabic pronunciation, technique, etc.
- Provide researched-based music instruction enabling all students to know and demonstrate the foundations of successful music reading/literacy - read the notes on the staff, identify the letter name, and match the pitch independently
- Provide rhythmic instructions so all students can count and clap rhythmic patterns independently
- Develop lesson plans based on the music curriculum- while using social emotional learning and research, as well as a Reggio-inspired approach to modify/enrich lessons
- Work collaboratively with a team of specials teachers and grade level teachers
- Differentiate instruction so all learning styles are included, and every student is reached
- Plan and execute a minimum of two performances per year
- Evaluate student progress based on formal and informal assessment to inform instruction
- Grade students and input the data into the computer-based grading program
- Attend meetings and workshops to stay current with educational practice



- Provide a safe, effective classroom environment that is focused on learning and student growth
- Establish and maintain timely effective written/oral communication with students, parents, building and district level staff
- Create and maintain positive relations with students, parents, staff, and community
- Exercise good judgment implementing school district policies, procedures, guidelines, and law
- Serve as a role model for all students and within the school community
- Work effectively with diverse students and staff of various backgrounds
- Other duties as assigned

PREPARATIONS, TRAINING, EDUCATION AND EXPERIENCE:

JX/JQ K-12 music teacher certification

Degree in Music Education with a focus in vocal music

Successful teaching experience working in a diverse setting preferred

Successful experience developing a vocal music program where all students read music and perform independently

Successful experience teaching beginning vocal students

Must be highly organized to maintain effective records



Pedagogista/Instructional Leader Job Description

Instructional Leader / Pedagogista

Grand Rapids Child Discovery Center (GRCDC)

Full-Time, School-Based Leadership Position

Overview

The Instructional Leader/Pedagogista is a visionary and practical instructional leader who embodies GRCDC's Reggio-inspired philosophy and commitment to growth and learning. This role integrates four key dimensions:

- **Leadership and Management** of instructional staff- teacher evaluation, goal setting, and growth-in partnership with the Executive Director.
- **Pedagogical Reflection and Support** that nurtures a culture of curiosity, collaboration, and child-centered practice.
- **Instructional Coaching and Professional Learning** that builds adult capacity and reflective practice.
- **Curriculum, Assessment, and Program Development** to ensure it is guaranteed and viable, while integrating responsiveness to student learning.

This hybrid role is both relational and strategic—bridging vision and implementation, supporting teachers as researchers, and ensuring every child experiences a rich, inclusive, and meaningful education.

Core Responsibilities

1. Instructional Leadership & Staff Development

- Supervise and evaluate all teaching staff using the Thoughtful Classroom or equivalent framework. This is done in collaboration with the Executive Director.
- Facilitate goal setting, reflection, and professional growth through regular observations, feedback, and coaching cycles.
- Partner with the Executive Director to align teacher practice with GRCDC's mission, core values, and strategic plan.
- Lead Individual Development Plan (IDP) processes and ensure clarity and follow-through on improvement goals.
- Serve as a thought partner and model reflective practice—supporting teachers as co-learners in their own professional journeys.

2. Pedagogical Vision & Reggio-Inspired Practice

- Steward GRCDC's Reggio Emilia-inspired philosophy, ensuring that the "Three Subjects" (child, teacher, family) remain central in all decision-making.
- Facilitate or support the facilitation of reflection meetings, documentation studies, and pedagogical conversations that deepen shared understanding of the Reggio approach.
- Guide teachers in documenting children's learning and making thinking visible through displays, portfolios, and narrative assessment.
- Curate and evolve the school's learning environments as extensions of inquiry, community, and expression.
- Lead the Continuous School Improvement Plan process, in collaboration with the Executive Director in context of the Advisory Councils

3. Curriculum, Assessment, and Program Coherence

- Articulate curriculum design, pacing, and integration across content areas and grade levels to ensure vertical and horizontal alignment.
- Lead development, review, and implementation of assessment systems that reflect both state standards and GRCDC's inquiry-based philosophy.
- Analyze student learning data (quantitative and qualitative) to inform schoolwide and classroom-level decisions.
- Collaborate with staff to ensure equity and accessibility in curriculum and instructional materials.
- Lead Advisory Councils for Reading and Math, MTSS team work, and the SST process
- Support, direct, and develop paraprofessionals in support of the instructional work of the school
- Create a master schedule that reflects the priorities of the instructional program

4. Professional Learning & Coaching

- Design, facilitate, and evaluate professional learning experiences aligned to school priorities and staff needs.
- Coach teachers individually and in teams using a strengths-based, inquiry-driven approach.
- Support new teacher onboarding, mentoring, and induction.
- Serve as liaison with external PD or curriculum partners.

5. Collaboration & Community Building

- Serve as a key member of the School Leadership Team and act as the lead in the absence of the Executive Director.
- Collaborate closely with the Director of Operations and Special Education Team.
- Support family understanding of the school's curriculum and assessment practices through family dialogues, documentation nights, and learning celebrations.
- Contribute to schoolwide culture and events that reflect GRCDC's values of Potential, Inspiration, Connection, and Equity.

Qualifications

Required

- Master's degree in Education, Curriculum & Instruction, Educational Leadership, or related field.
- Valid Michigan Teaching Certificate; School Administrator or Central Office endorsement preferred (or ability to obtain).
- Minimum 5 years of successful teaching experience.
- Demonstrated experience coaching adults and leading professional learning communities.
- Deep understanding of inquiry-based and constructivist learning models (Reggio Emilia preferred).
- Strong capacity for reflective leadership, relational communication, and collaborative decision-making.

Preferred

- Experience in a public charter or mission-driven, innovative school.
 - Familiarity with the Thoughtful Classroom Teacher Effectiveness Framework, Reggio Emilia philosophy, and Michigan's Multi-Tiered System of Supports (MTSS).
 - Experience with data-informed instructional planning and school improvement processes.
-

Personal Attributes

- Deep curiosity about children, learning, and community.
 - Equitable mindset and culturally responsive approach to teaching and leadership.
 - Skilled listener and facilitator of adult learning.
 - Reflective, relational, and grounded in both empathy and accountability.
 - Committed to continuous learning and collective growth.
-

Reports To

Executive Director

Supervises

Classroom Teachers and Instructional Staff



409 Lafayette Ave SE
Grand Rapids, MI 49503
t: 616 459 0330
f: 616 732 4437
grcdc.org



Grand Rapids Child Discovery Center Administrative Support (Part Time)

Job Title: Administrative Support

Employer/Supervisor: Principal

Reports to: Administrative Assistant

The Administrative Support Person is essential to supporting the work of the Administrative Assistant, while also ensuring that students, families, and community members have a good experience with the school and that the school is well organized. The Administrative Support Person is often the first person that interacts with everyone, and therefore must deeply believe in the mission of the school and understand its chain of command.

ADMINISTRATIVE RESPONSIBILITIES

OFFICE CLERICAL

- Filing: physical and electronic files
- Answers phone and checking voice mail
- Reception: Welcomes and checks in all visitors
- Updates teachers on daily changes with students
- Orders school supplies as directed
- Sorts mail
- Creates and upkeeps student records
- Maintains and communicates lab student schedules and information
- Organizes the office and maintains a pleasing environment in office and surrounding area
- Manages incoming application and enrollment paperwork for new and returning students
- Helps ensure that all information in student information systems is accurate at all times
- Assists in the preparation of parent communications as needed, including letters and phone calls

STUDENT LIFE

- Monitors student illness and injuries
- Completes daily attendance duties and communicates with families
- Updates teachers on daily changes with students (illness, absence, discipline)
- Monitors and responds to in-school student illness, injuries and needs (such as snow pants)
- Receives incoming application and student enrollment paperwork for new and returning students
- Organizes and dispenses student medication

OTHER

- Assists in student recruitment activities
- Partners with Administrative Assistance on work streams as needed
- Follow all school policies as outlined in the Employee Handbook
- Collaborate with principal, board members, staff, and families for school-wide initiatives as needed

Minimal Qualifications:

- Associate's degree in administration/business management
- Applicable experience with children and families

Preferred Qualifications

- Bachelor's degree in business administration
- 1-2 years working in education

Please submit a cover letter and resume to robinsonj@grcdc.org, subject line: Administrative Support Posting

"Education Based on Relationships" -- The Grand Rapids Child Discover Center (GRCDC) is a diverse, urban, K-5 school in the heart of Grand Rapids, MI. The school believes education is built on relationships; relationships to others, to ideas, to the environment and the larger community. This approach is based on the Reggio Emilia method which encourages curiosity, discovery and connectedness. This shared experience in passionate discovery engages all members of our school community in co-constructing a unique and effective education.



Job Description for Academic Interventionist

A Grand Rapids Child Discovery Center Interventionist plays a critical role in the academic success of the school. The Interventionist is primarily responsible for instructing elementary students in the area of Reading when they qualify for Tier II or III instruction. The position supports the district adopted curriculum and works collaboratively with other personnel within the Multi-Tiered System of Support (MTSS) to meet the academic needs of students as defined by district identified assessments and guidelines.

The Interventionist is responsible for making safe decisions, modeling professional behavior and joining in the life of the school to build relationships with children, families and staff. This role works in coordination with the classroom teachers, takes direction from and reports to the Pedagogista.

Responsibilities:

- Follow all guidelines as outlined in the GRCDC Staff Guidebook
- Follow a provided schedule in terms of location, caseload and daily timeframes.
- Has familiarity with and immediately accessible knowledge of teaching and supporting virtually, including using ZOOM, email, google docs, and SeeSaw.
- Develop Individualized Reading Plans for students qualifying for Tier II and/or Tier III as directed by the Pedagogista
- Use NWEA MAP Growth Math and/or iReady Diagnostic assessments to identify measurable goals
- For students qualifying for Tier III reading instruction, plan research based interventions that directly address identified goals in Individualized Reading Plans and are aligned to curricular resources approved by the district.
- For students qualifying for Tier II Reading instruction, push into the classroom intervention block as assigned, deliver targeted interventions planned by the general education teacher and document intervention and outcome as outlined in the GRCDC Staff Guidebook.
- Conduct two week progress monitoring on all reading goals and document results
- Update all assigned Individualized Reading Plans based on established timelines, progress monitoring and assessment data.
- Maintain thorough records for assigned students as outlined in the GRCDC Staff Guidebook
- Communicate at least monthly with teachers about student progress and home supports
- Refer students to the Student Support Team process as outlined in the GRCDC Staff Guidebook
- Participate in Student Support Team meetings in writing or in person as directed
- Assist with universal screening assessments and other district assessments as directed
- Assist with classroom coverage for teachers when absolutely necessary

Qualified candidates should skillfully demonstrate the following turnaround competencies:

- The ability to prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- The strong desire to achieve outstanding results in a short amount of time;

- The strong desire and ability to build meaningful, caring relationships with students in order to exert academic press and influence;
- The skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional, and health needs are addressed;
- The ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- The capacity to rigorously create and sustain a well-orchestrated system of ongoing data

Minimal Qualifications:

- **State of Michigan Teaching Certification**
- Effective oral and written communication
- Ability to work collaboratively as a member of a team and school community
- Experience with children and diverse educational settings
- Demonstrated success in previous employment
- Ability and willingness to seek out professional development

Preferred Qualifications:

- Instructional experience in early elementary literacy and math
- Reading Endorsement
- Crisis Prevention Intervention or the willingness to obtain when offered training
- CPR/First Aid Certification or the willingness to obtain when offered training

Job Type: Part-time

Pay: \$25.00/hr



SEL Interventionist Job Description

Job Type: Part-time

Salary: \$25/hour 8:30am-3:30pm M, W, F; some afternoon meetings required, as well as a couple of evening events each year. Possible additional hours may be available if necessary and desired

Job Description:

The SEL Interventionist will provide connection and support between social emotional learning (SEL) and the Multi Tiered System of Support (MTSS) at our school. They will work closely with the leadership team to identify and support implementation of Tier 1 strategies schoolwide. They will assist teachers in developing and implementing Tier 2 interventions, as well as provide Tier 3 interventions for students who require more intensive SEL support.

Specific Responsibilities include (but are not limited to):

- Assessing the social and emotional Tier 1 supports and providing insight
- Analyzing data to identify trends school, grade, classwide, as well as individual needs
- Support teachers in identifying, designing, and implementing Tier 2 supports
- Identify, design, implement Tier 3 supports
- Assess the effectiveness of Tier 3 supports and aid in assessing the effectiveness of Tier 2 supports
- Integrate all supports with GRCDC's vision/philosophy and core values, as well as our current School and Class Culture Plan
- Facilitate staff and parent/family meetings to build knowledge around our SEL supports and point of view

Minimum Qualifications:

- BA in Social Work, Teaching, Psychology, or other related field
- At least 3 years demonstrated experience in working to support the social/emotional development of children, developing strong relationships with children and families
- Knowledge of restorative practices and Conscious Discipline
- Knowledge of planning, implementing and progress-monitoring interventions
- Passion for building socially and emotionally healthy cultures for adults and children
- Evidence of excellent time management and sense of personal responsibility
- Experience building collaborative relationships with multiple stakeholders

Preferred Qualifications:

- Experience in ethnically, racially, and socioeconomically diverse settings
- Experience providing technical consultation and collaborative problem solving conversations with peers (colleagues)
- Experience designing and delivering content sessions for colleagues and caregivers



Social Emotional Learning and Culture Coach Job Description

Title: Social Emotional Learning and Culture Coach

Reports To: Executive Director

Schedule: Full Time

M-F 7:50-4:30, some before school or after school meetings, evening events, weekend events

Pay/Benefits: \$44,000-88,000, directly related to years of experience aligned to GREA contract

Medical, dental, vision benefits

Paid PTO and Sick leave

District Description: The District has one building, approximately 285 students in grade levels K-5 and is located in the heart of Grand Rapids, MI. Our school enrollment is about 70% white students and 30%, students of color and about 40% of our student population qualifies for Free or Reduced Lunch. About 7% of our total school population receives special education services. We are proud of the diversity in our school within a broad range of demographics. The Single Building School District is a Charter School, authorized by the Grand Rapids Public Schools.

Job Function: We are seeking a knowledgeable, compassionate, and motivated Social Emotional Learning and Culture Coach. The Grand Rapids Child Discovery Center uses the Reggio Emilia approach to support children in their academic and social development. The ideal candidate will have knowledge of Reggio Emilia, CASEL, Conscious Discipline, MTSS, and adult learning. All adults at GRCDC are responsible to ensure each child experiences an "Education Based on Relationships" through deeply knowing each child, building relationships with families, and creating a positive and interdependent student culture. The Social Emotional Learning and Culture Coach must be creative, flexible, and resourceful- with an eye for social dynamics and individual social development.

School Culture

- Collaborates with the Executive Director to develop, implement, and monitor the school wide culture plan that includes routines and expectations for whole classrooms and individuals throughout the school community
- Ability to develop strong relationships with staff and students from diverse backgrounds.
- Ensures the fair, consistent, and equitable implementation of policies and supports
- Collaborates and coaches teachers and other staff around classroom culture and social/emotional learning **grant funded**
- Track and monitor school behavior support and major referral data to develop necessary school-wide support
- Develops professional learning for individuals, small groups or whole staff on based on trends in the data **grant funded**
- Actively participates in the Operations Leadership Team and Social Emotional Learning Advisory Council
- Model's GRCDC's core values and exemplifies the standard of a socially emotionally connected and regulated adult

- Leads the Behavior Crisis Team and responds to crisis situations
- Highly visible and connected throughout the school building and grounds each day to ensure a safe, orderly, and loving environment

SEL Instruction and Interventions

- Create the instructional calendar for the SEL curriculum for all grades
- Teaches whole class Tier I SEL on a regular schedule
- Communicates, supports, and coaches the team implementing SEL lessons **grant funded**
- Communicate to teaching staff in a timely manner about the upcoming topics, needed materials, and ensure their participation in the lessons
- Send the week's topic and parent information to Administrative Assistant each week to include in the school newsletter
- Assess the effectiveness of the 3 Tiers (Conscious Discipline, Empowering Education, and Tier III intervention materials) program for a student and teacher perspective at least 2 times per year
- Determine areas of greater need for school-wide expansion, classroom lessons, or at-home focus areas for the whole student body, or individual grade levels
- Use the CASEL Framework of Social/Emotional Learning to make decisions and guide the program
- Helps teachers develop and implement classroom based, developmentally appropriate interventions for individual students or groups of students **grant funded**
- Supervises and supports the work of the SEL Interventionist
- Assists the Student Support Team Process as needed when students may need a school-based or classroom based behavior plan

Building Community

- Communicates with families to share progress, as well as social, emotional, or behavioral concerns
- Supports the creation of a healthy social emotional environment for staff and students
- Designs and implements family learning nights featuring GRCDC's social emotional learning models and school events that encourage community connection to and investment in GRCDC's school culture and facilitates a strengthening of relationships
- Engages families in understanding and planning for expectations, goals, and supports for their children

Other

- Highly developed planning and time management skills
- Acts as district Homeless Liaison and Community Resource Coordinator
- Acts as a liaison with law enforcement agencies, social services, and other agencies
- Attends and participates in school activities and meetings
- Other appropriate tasks as assigned to fulfill GRCDC's vision and mission

Knowledge Skills and Abilities REQUIRED:

- Bachelor's degree in Education, Counseling, or a related field
- Valid Michigan teaching or administrative certification

- Minimum of three years working in an educational setting, preferably in the elementary level
- Strong understanding of child development, restorative practices, adult learning, and Conscious Discipline
- Training and experience in peer coaching, cognitive coaching, and/or other adult coaching model
- Knowledge of organizational and management practices as applied to the analysis and evaluation of school programs, policies and operational needs.
- Strong conflict resolution skills.
- Strong public speaking skills.
- Knowledge of effective instructional strategies for students with varied abilities.
- Knowledge of pertinent Federal, State, and Local laws, policies, rules and regulations as they relate to school administration.
- Ability to establish and maintain cooperative working relationships.
- Knowledge of MTSS and PBIS

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to sit, stand, walk, talk, hear, read, operate a computer or other devices, reach with hands or arms, and may occasionally push or lift up to 50 lbs. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is:

- Vocal communication is required for expressing or exchanging ideas by means of the spoken word
- Requires both indoor and outdoor participation year-round.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Must be able to assist students with physical difficulties or in a crisis situation

Additional Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Interpersonal Skills:** Works well with others from diverse backgrounds. Focuses on solving conflict; maintaining confidentiality; listening to others without interrupting; keeps emotions regulated; remains open to others' ideas and contributes to building a positive team spirit. Demonstrated ability to successfully work with young children.
- **Language Skills:** Ability to communicate fluently verbally and in writing in English. Ability to effectively present information and respond effectively to questions in one-on-one, small group situations to students and other school staff. Ability to verbally respond to common inquiries

from students. Ability to read and interpret documents such as safety rules, procedure manuals and governmental regulations. Ability to write routine reports and correspondence.

- **Mathematical Skills:** Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent.
- **Reasoning Ability:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, schedule or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- **Computer Skills:** General knowledge of computer usage and ability to use e-mail, internet software and word processing software.
- **Other Skills and Abilities:** Ability to appropriately communicate with students, teachers, parents and members of the community. Ability to exercise good judgment and work in an environment with constant interruptions.
- **Certificates, Licenses, Registrations:** Ability to obtain a valid CPR/First Aid card, bloodborne pathogen training and blood spill training. Willingness to obtain CPI training.

Note: This is not necessarily an exhaustive or all-inclusive list of responsibilities, skills, duties, requirements, efforts, functions or working conditions associated with the job. This job description is not a contract of employment or a promise or guarantee of any specific terms or conditions of employment. The school district may add to, modify or delete any aspect of this job (or the position itself) at any time as it deems advisable.

Job Description Pending GRCDC Board of Directors Approval



Visual Arts Studio Teacher Leader

The Grand Rapids Child Discovery Center Studio Coordinator is unique to and central to our Reggio-inspired school. ***This is a hybrid visual art teacher and reflective teacher leader position.*** The Studio Coordinator uses the Reggio Emilia approach to support children in their academic, social and emotional development.

The Studio Coordinator is an artist who works closely with other teachers and the children through the Studio, an intentional space containing materials and tools to pursue thinking and concepts. The Studio Coordinator collaborates with the Instructional Leader of the school and teachers to plan meaningful experiences and projects. The Studio Coordinator leads regular reflective meetings with grade level teams to identify and plan project work. Learning in the studio is deeply rooted in providing students with opportunities to learn about visual arts materials, art history, expression, collaboration and the use of materials to further project work.

Minimal Qualification:

- State of Michigan Elementary Teacher Certification
- Art, education or combination of approved college/university coursework and/or Michigan certification
- Meet Highly Qualified requirements
- Evidence of deep interest in a Reggio Emilia school setting
- Demonstrated ability to work effectively in a team setting
- Demonstrated ability to communicate effectively both orally and in written form
- Demonstrated ability and interest in leading other adults (lateral leadership, comfortable and inspired by leading other adults through a process of learning)

Preferred Qualifications:

2 years of successful teaching experience in elementary setting

Demonstrated knowledge and experience using the Reggio Emilia approach

Demonstrated record of ongoing professional development

Crisis Prevention Intervention and CPR/First Aid Certification or the willingness to obtain when offered training

Coursework in school leadership

Training in Cognitive Coaching, Instructional Coaching, Midlevel Leadership, etc.

Experience as team lead, department lead, etc.

Responsibilities:

- Collaboratively plan for Studio with grade level teaching teams, aligning learning to visual arts standards, art technique, grade level standards and project work.
- Elevate the Reggio Emilia approach within the school and help integrate into the content areas

- Plan for and document Studio learning through emergent forms and GRCDC lesson planning forms shared weekly with the Pedagogista and associated classrooms.
- Assess and refine instructional practice and student learning through standard based formative and summative assessments.
- Formally assess and document learning on report cards twice a year
- Maintain current documentation of Studio work through holding boards and final documentation
- Prepare for and lead all reflective meetings, documenting student and teacher thinking on designated form. Share with teaching staff weekly.
- Lead a biweekly reflective meeting and collaborate with Pedagogista to plan for Studio
- Contribute to student portfolio work for all children in the school
- Manage the studio budget to ensure equitable access to visual art materials
- Maintain effective classroom management of students and studio materials
- Share student learning from the Studio via the Link Letter monthly, Portfolio Day and End of Year Celebration
- Collaborate with administrators, board members, staff and families for school-wide initiatives and events
- Follow all school guidelines as outlined in the GRCDC Staff Guidebook
- All other related duties as assigned

All Full Time GRCDC Instructional Staff must exhibit the following competencies:

- the ability to prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- the strong desire to achieve outstanding results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic press and influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional, and health needs are addressed;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the capacity to rigorously create and sustain a well-orchestrated system of ongoing data collection and analysis to inform a continuously responsive and adaptive system of tiered instruction attentive to students' specific academic needs;
- the capacity to align curriculum, instruction, and assessments while responding to individual needs of students;
- the ability to seek out knowledgeable peers, coaches, or administrators for instructional support in the never ending quest to deliver the vision of high quality subject-specific instruction in every class period every day.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

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

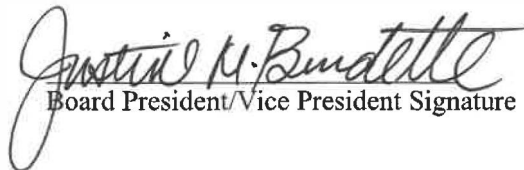
Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

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

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

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

Date: 4/13/2026


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the GRCDL Board of Directors at a properly noticed open meeting held on the 13th day of April, 2026, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

Book	BOARD POLICIES
Section	5000 BP - Students
Title	ADMISSION OF STUDENTS
Code	5111 BP
Status	Active
Adopted	November 13, 2017
Last Revised	June 27, 2018

ADMISSION OF STUDENTS

Reference:

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

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

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

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

The School Leader (employed by the Board) shall develop Administrative Procedures for the proper implementation of this policy.

© **National Charter Schools Institute**

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Directions: Identify Activity and Start/End Time. For all other columns, please enter values ONLY in fields with dashed border. Entering data in other columns will overwrite formulas

Regular Daily Schedule						
Activity	Start Time	End Time	Minutes	Passing Time Into Next Class	Total Minutes	Number of
Instruction	8:20 AM	11:00 AM	160		160	Regular Days Scheduled: (from calendar)
Recess	11:00 AM	11:25 AM	25		0	
Lunch	11:25 AM	11:40 AM	15	5	20	
Instruction	11:45 AM	3:45 PM	240		240	
			0		0	131
			0		0	
			0		0	
			0		0	
			0		0	
Enter Manually - Total Minutes for Lunch					15	Total Hours (Days x Daily Hrs)
Total Minutes (Less Lunch)					405	
Minutes Converted to Hours					6.75	
884.25						
Other Schedule A (identify):						
Activity	Start Time	End Time	Minutes	Passing Time Into Next Class	Total Minutes	Number of
Instruction	8:20 AM	11:30 AM	190		190	A Days Scheduled: (from calendar)
			0		0	
			0		0	
			0		0	
			0		0	5
			0		0	
			0		0	
			0		0	
			0		0	
Enter Manually - Total Minutes for Lunch						Total Hours (Days x Daily Hrs)
Total Minutes (Less Lunch)					190	
Minutes Converted to Hours					3.17	
15.85						
Other Schedule B (identify):						
Activity	Start Time	End Time	Minutes	Passing Time Into Next Class	Total Minutes	Number of
Instruction	8:20 AM	11:00 AM	160		160	B Days Scheduled: (from calendar)
Recess	11:00 AM	11:25 AM	25		0	
Lunch	11:25 AM	11:40 AM	15	5	20	
Instruction	11:45 AM	2:30 PM	165		165	
			0		0	37
			0		0	
			0		0	
			0		0	
			0		0	

Other Schedule C (identify):						
Activity	Start Time	End Time	Minutes	Passing Time Into Next Class	Total Minutes	Number of
Portfolio	8:30 AM	9:00 AM	30		30	C Days Scheduled: (from calendar)
			0		0	
			0		0	
			0		0	
			0		0	1
			0		0	
			0		0	
			0		0	
			0		0	
Enter Manually - Total Minutes for Lunch						Total Hours (Days x Daily Hrs)
Total Minutes (Less Lunch)					30	
Minutes Converted to Hours					0.50	
0.50						
Other Schedule D (identify):						
Activity	Start Time	End Time	Minutes	Passing Time Into Next Class	Total Minutes	Number of
			0		0	D Days Scheduled: (from calendar)
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	
Enter Manually - Total Minutes for Lunch						Total Hours (Days x Daily Hrs)
Total Minutes (Less Lunch)					0	
Minutes Converted to Hours					0.00	
0.00						
Other Schedule E (identify):						
Activity	Start Time	End Time	Minutes	Passing Time Into Next Class	Total Minutes	Number of
			0		0	E Days Scheduled: (from calendar)
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	
			0		0	

School District: _____

School Year: _____

2026-2027

Building(s): _____

Grade(s): _____

July 2026					Sched A	
M	T	W	T	F	Sched B	
	1	2	3	4	Sched C	
7	8	9	10	11	Sched D	
14	15	16	17	18	Sched E	
21	22	23	24	25	Sched F	
28	29	30	31		Sched G	
Regular Days: _____					QPD	
Total						0

August 2026					Sched A	1
M	T	W	T	F	Sched B	1
3	4	5	6	7	Sched C	
10	11	12	13	14	Sched D	
17	18	19	20	21	Sched E	
24	25	26	27	28	Sched F	
31					Sched G	
Regular Days: 4					QPD	1
Total						7

September 2026					Sched A	
M	T	W	T	F	Sched B	5
	1	2	3	4	Sched C	
7	8	9	10	11	Sched D	
14	15	16	17	18	Sched E	
21	22	23	24	25	Sched F	
28	29	30			Sched G	
Regular Days: 14					QPD	1
Total						20

October 2026					Sched A	
M	T	W	T	F	Sched B	4
			1	2	Sched C	
5	6	7	8	9	Sched D	
12	13	14	15	16	Sched E	
19	20	21	22	23	Sched F	
26	27	28	29	30	Sched G	
Regular Days: 15					QPD	1
Total						20

November 2026					Sched A	1
M	T	W	T	F	Sched B	3
2	3	4	5	6	Sched C	
9	10	11	12	13	Sched D	
16	17	18	19	20	Sched E	
23	24	25	26	27	Sched F	
30					Sched G	
Regular Days: 14					QPD	
Total						18

December 2026					Sched A	1
M	T	W	T	F	Sched B	3
	1	2	3	4	Sched C	
7	8	9	10	11	Sched D	
14	15	16	17	18	Sched E	
21	22	23	24	25	Sched F	
28	29	30	31		Sched G	
Regular Days: 10					QPD	
KISD Common Cal Break: 12/18-1/4						
Total						14

January 2027					Sched A	
M	T	W	T	F	Sched B	4
				1	Sched C	
4	5	6	7	8	Sched D	
11	12	13	14	15	Sched E	
18	19	20	21	22	Sched F	
25	26	27	28	29	Sched G	
Regular Days: 14					QPD	1
Total						19

February 2027					Sched A	1
M	T	W	T	F	Sched B	3
1	2	3	4	5	Sched C	
8	9	10	11	12	Sched D	
15	16	17	18	19	Sched E	
22	23	24	25	26	Sched F	
					Sched G	
Regular Days: 13					QPD	1
Total						18

March 2027					Sched A	
M	T	W	T	F	Sched B	5
1	2	3	4	5	Sched C	1
8	9	10	11	12	Sched D	
15	16	17	18	19	Sched E	
22	23	24	25	26	Sched F	
29	30	31			Sched G	
Regular Days: 16					QPD	
Total						22

April 2027					Sched A	
M	T	W	T	F	Sched B	3
			1	2	Sched C	
5	6	7	8	9	Sched D	
12	13	14	15	16	Sched E	
19	20	21	22	23	Sched F	
26	27	28	29	30	Sched G	
Regular Days: 12					QPD	1
KISD Common Cal Break: 4/5 - 4/9						
Total						16

May 2027					Sched A	
M	T	W	T	F	Sched B	4
3	4	5	6	7	Sched C	
10	11	12	13	14	Sched D	
17	18	19	20	21	Sched E	
24	25	26	27	28	Sched F	
31					Sched G	
Regular Days: 15					QPD	
Total						19

June 2027					Sched A	1
M	T	W	T	F	Sched B	2
	1	2	3	4	Sched C	
7	8	9	10	11	Sched D	
14	15	16	17	18	Sched E	
21	22	23	24	25	Sched F	
28	29	30			Sched G	
Regular Days: 4					QPD	
Total						7

Color Key (Identify name of "Other Schedule" in boxes below)	
	No Pupil Instruction Scheduled
	State Law Prohibited School Day
	Regular Daily Schedule Followed
	Count Day - Instruction Must be Scheduled
	QPD Day - Claimed as Instructional Day
	Other Schedule A: half day
	Other Schedule B: Early Release
	Other Schedule C: Portfolio day
	Other Schedule D:
	Other Schedule E:
	Other Schedule F:

District Operates On (please check one):

☐

District Wide Calendar

☐

Individual Bldg Calendars

Directions - Mark calendar days as indicated:

- White indicates the school day follows the *Regular Daily Schedule*.
- Green days indicate statutory count days, and instruction must be scheduled. However, if a schedule other than the Regular Daily Schedule will be followed, color may be changed to appropriate Schedule A-G.
- Fill purple day on calendar only if QPD is being counted as instructional day (also must be reported as QPD day on Tab 3).**
- Label *Other Schedules A-G* on Color Key to the left - use color to identify days that do not follow regular schedule (e.g., *half days, advisory/seminar days, etc.*)
- For each month, manually total *Regular Days* below calendar grid and *Other Schedules A-G* and *QPD days* to the right of that month's calendar.
- Monthly totals entered will automatically calculate and also populate into the Summary - Total Scheduled Days section to the right.

Notes:

- ❖ Even a partial school day counts as "1" day.
- ❖ **Please report 21f(14) virtual days at the end of SY25/26 with canceled**

Summary - Total Scheduled DaysRegular Daily Schedule **131**Schedule A **5**Schedule B **37**Schedule C **1**Schedule D **0**Schedule E **0**Schedule F **0**Schedule G **0**Subtotal Days *without* QPD: **174*****QPD Days Claimed 6****Total Scheduled Days 180****If QPD days counted, district must complete Tab*

SCHEDULE 7-7

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

The Academy will enroll students in kindergarten through fifth grade that are age appropriate.

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

The Academy will enroll students in PK through eighth grade that are age appropriate.

I. Executive Summary

- Facility Name: Grand Rapids Child Discovery Center
- Location/Address: 409 Lafayette Ave SE, Grand Rapids, MI 49503
- Primary Use: (e.g., Elementary, Middle, High School, Vocational) Elementary School
- Total Capacity: (Number of students/staff) approx 360
- Year Built/Renovated: 1922

II. Architectural & Structural Overview

- Building Style: (e.g., Modernist, Brutalist, Classical, Eco-Friendly) Colonial
- Number of Floors: 3
- Total Square Footage: (e.g., $15,000 \text{ ft}^2$) 32,530 sq.feet
- Exterior Finish: (e.g., Brick veneer, glass curtain wall, concrete) Brick
- Roof Type: clay shingle

III. Layout & Facilities Breakdown

- Academic Wings: (Number of standard classrooms, grade-level grouping) 12
- Specialized Rooms: (e.g., Science laboratories, art studios, music rooms) 5 (music room, art studio, RTI Interventionist room, special education room, sensory room)
- Administrative Core: (Location of the main office, reception, and counselor rooms) Main Floor houses Main office, Principal office. SEL Intervention office on basement level/floor 1.
- Media Center/Library: (Capacity, technology integration) 0
- Common Areas: 3, cafeteria/kitchen & playground, front lawn
- Physical Education: (Number of gymnasiums, locker rooms, weight rooms) 1 gymnasium

IV. Amenities & Infrastructure

- Accessibility: (e.g., ADA compliant, elevators, ramps) ADA ramp located at the back of the school with elevator going to all 3 floors, small lift elevator from floor 1 to the gym.

- HVAC Systems: (e.g., Central A/C, natural ventilation, smart thermostats) heating for entire school uses boiler system w/radiators, classrooms and offices have window air conditioner units
- Security & Safety: (e.g., Main entry vestibule, security cameras, emergency evacuation routes) cameras at main entrance, 3 at all 3 back doors, 1 extra camera used at back door by preschool staff. Emergency evacuation exit signs placed at doors w/back up lighting systems. Classrooms labeled by teacher name and building assigned numbers, doors are numbered visible on the outside of the building for emergency personnel. Exterior doors lock when closed, EPS security for alarm system. Staff use key cards to pass in front and back of the building. Front door has camera system w/2 way speaker that can unlock the door from the inside. City of Grand Rapids Emergency Personnel has access to locked box at front entrance with building key.
- Technology: (e.g., High-speed Wi-Fi throughout, smart boards in all classrooms) High-speed Wi-Fi throughout, projectors in classrooms and art/music rooms, ipads for K-1 grades, chromebooks 2nd-5th grades, teachers/staff assigned chromebooks for school use.

V. Site & Outdoor Spaces

- Parking & Transit: (Capacity of parking lots, bus drop-off lanes, proximity to public transit) Staff Parking Lot=30 parking spots, 2 of which are ADA spots. Family Parking Lot=31 parking spots, no ADA spots in this lot. Bus drop off lane on Cass Ave SE located directly behind the playground, one way street used by our school and Mary Free Bed Hospital. Public bus stop located on the corner of Wealthy St SE & Cass Ave SE.
- Recreational Areas: (e.g., Soccer field, running track, age-appropriate playgrounds) Fenced in playground with 3 gates that close, 1 interior fenced in playground within the main playground w/gate for preschool use. Wood chips used for playground equipment.
- Landscaping: (e.g., Green spaces, outdoor seating, gardens) Green space in fenced area of playground in the back of the school, rain garden in green space, picnic tables for student meal breaks, garbage/recycling dumpsters located within the fence. Front lawn is not fenced, used for common area for staff and students, picnic tables for staff use for meal breaks. Garden boxes in front of school.

3
2
3

6451

20110705-0053926
Mary Hollinrake P:1/3 3:05PM
Kent Cnty MI Rgstr 07/05/2011 SEAL

RECD KENT COUNTY, MI ROD
2011 JUL -1 PM 3: 20

I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any Individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.
Date 20 11

PPN 41-14-31-126-038
VERIFIED BY PD&M AW '10
From: 127-018 '07
017 '73

Mary Louvan
Deputy, Kent County Treasurer, Grand Rapids, Michigan

COVENANT DEED

The Grantor, **GRAND RAPIDS PUBLIC SCHOOLS**, a Michigan school district, whose address is 1331 Franklin SE, Grand Rapids, Michigan 49503, conveys to the Grantee, **GRAND RAPIDS CHILD DISCOVERY CENTER**, a Michigan nonprofit corporation organized and existing under Act 162 of the Michigan Public Acts of 1982, as amended, whose address is 640 Fifth Street NW., Grand Rapids, Michigan 49504, the following described premises situated in the City of Grand Rapids, County of Kent and State of Michigan:

See the attached Exhibit A (the "Property");

for the sum of One Dollar (\$1.00) and other consideration [exempt from transfer tax pursuant to MCLA 207.505(h); MCLA 207.526(h)]; subject to all agreements, easements, building and use restrictions and other matters of record.

Grantor covenants and agrees to and with Grantee that Grantor has not done, committed, or knowingly or willingly suffered to be done or committed, any act that would cause the property conveyed, or any part thereof, to be charged or encumbered in title, estate, or otherwise, and Grantor shall warrant and defend the Property against the lawful claims and demands of all persons claiming through the Grantor from and after the date on which Grantor acquired ownership of all or any portion of the Property, but against no other claims and no other persons, including predecessors in title. The Property is being transferred in its "as is" condition, without representation or warranty of any kind (except as set forth in the preceding sentence).

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act 388 of the Public Acts of 1967, as amended. Grantor makes no representation or warranty that the above-stated number of divisions is available for the above described property.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 29th day of JUNE, 2011.

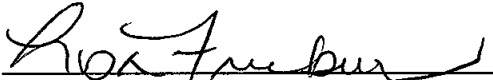


20110705-0053926

Mary Hollinrake P:2/3 3:05PM
Kent Cnty MI Restr 07/05/2011 SEAL

Signed by:

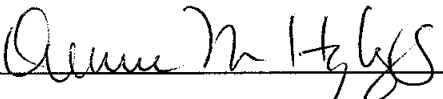
GRAND RAPIDS PUBLIC SCHOOLS

By: 
Lisa Freiburger, Chief Financial Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing document was acknowledged before me this 27th day of June, 2011, by Lisa Freiburger, the Chief Financial Officer of the Grand Rapids Public Schools, a Michigan school district, on behalf of the school district.

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF KENT

* 
Notary Public, Kent County, Michigan
My Commission Expires: _____

When Recorded
Return To:
Grand Rapids Child Discovery
Center
640 Fifth Street NW
Grand Rapids, Michigan 49504

Send Subsequent Tax
Bills To:
Grand Rapids Child Discovery
Center
640 Fifth Street NW
Grand Rapids, Michigan 49504

Drafted By:
Melissa B. Papke, Esq.
Varnum
P.O. Box 352
Grand Rapids, MI 49501-0352



20110705-0053926

Mary Hollinrake P:3/3 3:05PM
Kent Cnty MI Rgstr 07/05/2011 SEAL

EXHIBIT A

Lots 11 and 12, Block 2, Amended Plat of Lots 11-20, Block 1, Lots 1-5, Block 2, the West part of the School Ground, Block 2, a portion of Cass Avenue, and the vacated portion of Cass Avenue, of L. Porter's Addition to the City of Grand Rapids, part of the Northwest 1/4, Section 31, Town 7 North, Range 11 West, City of Grand Rapids, Kent County, Michigan, as recorded in Instrument No. 20100309-0019447.

Also:

The North 250 feet of Block 2. Also Lots 6 through 10, Block 2, and the East 1/2 of that part of vacated portion of alley adjacent to said Lots on the West, L. Porter's Addition to the City of Grand Rapids, Kent County, Michigan, as recorded in Liber 2 of Plats, Page 19; Except that part deeded to the City of Grand Rapids in Instrument No. 20071107-0107366, described as: Part of the North 250 feet of Block 2, L. Porter's Addition to the City of Grand Rapids, Kent County, Michigan, as recorded in Liber 2 of Plats, Page 19; more particularly described as: Beginning at the Northwest corner of Block 2, L. Porter's Addition to the City of Grand Rapids, Kent County, Michigan, as recorded in Liber 2 of Plats, Page 19; thence along the North line of said block, South 87 degrees 14 minutes 05 seconds East 250.89 feet, more or less, to the Northeast corner of said block; thence along the East line of said block, South 00 degrees 27 minutes 35 seconds West 100.00 feet; thence North 09 degrees 57 minutes 46 seconds West 55.28 feet; thence North 46 degrees 37 minutes 18 seconds West 49.16 feet; thence North 78 degrees 13 minutes 13 seconds West 50.99 feet; thence parallel with the North line of said block, North 87 degrees 14 minutes 06 seconds West 154.81 feet, more or less, to the West line of said block; thence along the West line of said block, North 00 degrees 28 minutes 07 seconds East 6.00 feet, more or less, to the point of beginning.

Parcel No. 41-14-31-126-038

Common address: 415 Lafayette Avenue SE



CERTIFICATE OF USE & OCCUPANCY

2009 Michigan Building Code

Section 111

CITY OF GRAND RAPIDS DESIGN & DEVELOPMENT DEPARTMENT
BUILDING INSPECTIONS
1120 Monroe Ave. NW
Grand Rapids, MI 49503

Building Permit #: BC-INT-2011-1067

Address: 409 LAFAYETTE AVE SE

Owner: CHILD DISCOVERY CENTER
RAYMOND MCDANIEL - PROJECT MGR
409 LAFAYETTE SE
GRAND RAPIDS, MI 49503

Parcel #: 41-14-31-126-038

Description of Work: Minor classroom alterations - new paint and new flooring throughout

Description of Inspections: This building has been inspected and approved for the type of use and occupancy listed herein.

Building Official: Steve Devlaeminck

Use Group: E (305.1)

Sprinkler System: No System

Approved by:

Steve Devlaeminck, Building Official

Date: 04/27/2026

CHILD DISCOVERY CENTER
RAYMOND MCDANIEL - PROJECT MGR
409 LAFAYETTE SE
GRAND RAPIDS, MI 49503