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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**

**GLOBAL HEIGHTS ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**GLOBAL HEIGHTS ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2022**

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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Global Heights Academy (the “Academy”), to be effective July 1, 2022, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III**

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

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

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

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

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

## **ARTICLE IV**

### **PURPOSE**

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

## **ARTICLE V**

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

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

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

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

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

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### TUITION PROHIBITED

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

## ARTICLE VIII

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

Section 11.26. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy board, 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: Global Heights Academy  
Attn: Board President  
23713 Joy Road  
Dearborn Heights, MI 48127

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2022, and shall remain in full force and effect for five (5) years until June 30, 2027, unless sooner revoked or terminated according to the terms hereof.

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

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

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

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

**[INTENTIONALLY LEFT BLANK]**


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

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

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

GLOBAL HEIGHTS ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 18, 2022:

Reauthorization of 6a Charter Contract and Grade Addition– Global Heights Academy (formerly Neighborhood Academy), Dearborn Heights (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on October 16, 2009, initially authorized the issuance of a contract to charter Global Heights Academy and authorized the reissuance of a contract to charter the Academy at its meetings on April 28, 2017, and April 26, 2019; and

WHEREAS, the Board of Trustees has issued a contract to Global Heights Academy (“Academy”) and has authorized the Academy to operate Kindergarten through Fifth grades (K-5<sup>th</sup>); and

WHEREAS, the Academy requests the Board of Trustees approve the addition of Sixth through Eighth grades (6-8<sup>th</sup>) for the Academy; and

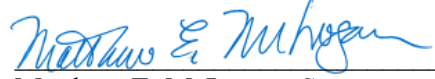
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2022, and ending June 30, 2027;

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

BE IT FURTHER RESOLVED, that, in accordance with Article IX of the Terms and Conditions incorporated into the Academy’s Contract, the Board of Trustees hereby approves the addition of Sixth through Eighth grades (6-8<sup>th</sup>) for the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 22<sup>nd</sup> day of February 2022,

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



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

Reauthorization of 6a Charter Contract – Global Heights Academy, Dearborn Heights (3 years)


WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on October 16, 2009, initially authorized the issuance of a contract to charter Global Heights Academy (the “Academy”); and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a three (3) year term beginning July 1, 2019, and ending June 30, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a three (3) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

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

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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 28, 2017:

Reauthorization of 6a Charter Contract – Global Heights Academy  
(formerly Neighborhood Academy), Dearborn Heights (2 years)

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on October 16, 2009, initially authorized the issuance of a contract to charter Global Heights Academy (the “Academy”); and

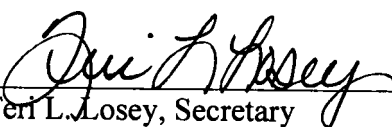
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a two (2) year term beginning July 1, 2017, and ending June 30, 2019;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a two (2) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 5th day of May 2017.

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

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON OCTOBER 16, 2009

09-4-19 (19) Charter Schools Report

Neighborhood Academy

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

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 Neighborhood Academy ("Academy"), submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

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

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

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

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

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

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

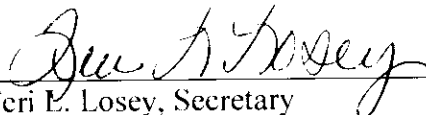
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

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

Ali H. Fasih	Term expiring June 30, 2013
Hussein M. Mahmoud	Term expiring June 20, 2012
Ahmed Muaydh	Term expiring June 30, 2011
Samir A. Musleh	Term expiring June 30, 2012

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporation to be hereto affixed this 2nd of November, 2009.

  
\_\_\_\_\_  
Teri E. Losey, Secretary  
Board of Trustees  
Grand Valley State University

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES</b>	
Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name Mohamad Issa	
Address 2455 S. Industrial Hwy, Suite A	
City	State
Ann Arbor, Michigan	48104
Zip Code	EFFECTIVE DATE:

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

800925065
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**RESTATED ARTICLES OF INCORPORATION**  
**For use by Domestic Nonprofit Corporations**  
(Please read information and instructions on the last page)

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

**ARTICLE I**

The name of the corporation is: Global Heights Academy

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

## ARTICLE II

The purposes for which the corporation is organized are:

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

## ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")  

Real Property: none
- b. The description and value of its personal property assets are: (if none, insert "none")  

Personal Property: none
- c. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations
  - d. Fees and charges permitted to be charged by public school academies.
  - e. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.

#### ARTICLE IV

1. The name of the resident agent at the registered office: Mohamad Issa
2. The address of the registered office is:  
2455 S. Industrial Hwy, Suite A  
Ann Arbor, Michigan 48104
3. The mailing address of the registered office, if different than above: Same as above

#### ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) set forth in the original Articles of Incorporation.

#### ARTICLE VI

The corporation is a governmental entity.

#### ARTICLE VII

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

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

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

University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

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

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

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

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

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

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

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

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

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

# of Academy Board positions  
Five (5)

# required for Quorum  
Three (3)

Seven (7)  
Nine (9)

Four (4)  
Five (5)

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

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

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

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

## ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay

reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

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

#### **ARTICLE IX**

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

#### **ARTICLE X**

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

#### **ARTICLE XI**

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

#### **ARTICLE XII**

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

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

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all

acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

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

### ARTICLE XIII

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

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

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

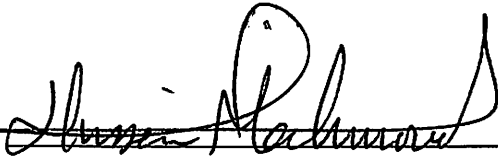
### ARTICLE XIV

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

<b>ADOPTION OF ARTICLES</b>
-----------------------------

These Restated Articles of Incorporation were duly adopted on the 26<sup>th</sup> day of June, 2019, in accordance with the provisions of Section 643 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation.

Signed this 26 day of June, 2019.

By:   
~~Hussein Mahmoud~~  
HUSSEIN MAHMOUD (President)

\_\_\_\_\_  
\_\_\_\_\_

***Michigan Department of Energy, Labor & Economic Growth***

***Filing Endorsement***

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***GLOBAL HEIGHTS ACADEMY***

***ID NUMBER: 70804V***

***received by facsimile transmission on April 12, 2010 is hereby endorsed***

***Filed on April 12, 2010 by the Administrator.***

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



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12TH day of April, 2010.***

A handwritten signature in black ink, appearing to read "A. Hughes", written in a cursive style.

***Director***

***Bureau of Commercial Services***

BCS/CD-502 (Rev.10/08)

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH</b>			
<b>BUREAU OF COMMERCIAL SERVICES</b>			
Date Received	<b>(FOR BUREAU USE ONLY)</b>		
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name Global Heights Academy			
Address 23713 Joy Road			
City Dearborn Heights	State Mi	Zip Code 48127	EFFECTIVE DATE:

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

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

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

**ARTICLE I**

The name of the corporation is: Global Heights Academy \_\_\_\_\_

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

**ARTICLE II**

The purposes for which the corporation is organized are:

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

**ARTICLE III**

1. The corporation is organized upon a Nonstock basis.
2.
  - a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
 

Real Property: none
  - b. The description and value of its personal property assets are: (if none, insert "none")
 

Personal Property: none
  - c. The corporation is to be financed under the following general plan:
    - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
    - b. Federal funds.
    - c. Donations
    - d. Fees and charges permitted to be charged by public school academies.
    - e. Other funds lawfully received.
  - d. The corporation is organized on a Directorship basis.

ARTICLE IV

- 1. The name of the resident agent at the registered office:  
     \_\_\_\_\_ Karey Reed \_\_\_\_\_
- 2. The address of the registered office is:  
     \_\_\_\_\_ 23713 Joy Road Dearborn Heights, Michigan \_\_\_\_\_ 48127 \_\_\_\_\_ (ZIP Code)  
     (Street Address) (City)
- 3. The mailing address of the registered office, if different than above:  
     \_\_\_\_\_ 2455 South Industrial Highway Ann Arbor, Michigan \_\_\_\_\_ 48104 \_\_\_\_\_ (ZIP Code)  
     (Street Address) (City)

ARTICLE V

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

Name	Residence or Business Address
Hussein Mahmoud	4429 Blossom Hill Trail Ann Arbor, MI 48108
Ahmed Muayah	1613 Bennington Court Canton, Mi 48188
Ali Fakh	6709 Kennesaw Road Canton, MI 48187
Ehab A Samaha	216 Nura Court Ypsilanti Mi 48197

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

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

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

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

release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
  
4. **Length of Term; Removal:** An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

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

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

- 8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
- 9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

- 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)

**ARTICLE VIII**

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

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

**ARTICLE IX**

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

**ARTICLE X**

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

**ARTICLE XI**

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

**ARTICLE XII**

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

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

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

**ARTICLE XIII**

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (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

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

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

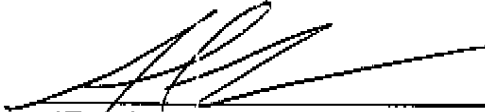
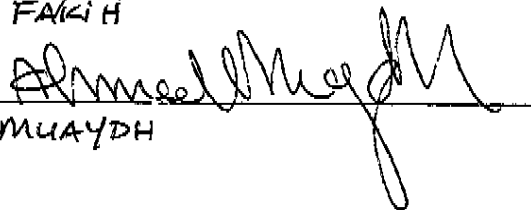
ARTICLE XIV

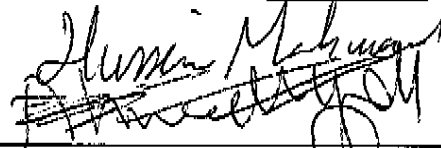

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary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

ARTICLE XV

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

I, (We), the incorporator(s) sign my (our) name(s) this 24<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
FAKIH  
  
\_\_\_\_\_  
MUAYDH

  
\_\_\_\_\_  
MAHMOUD  
  
\_\_\_\_\_  
SAMANHA

H.M.M 24 March 10

**SCHEDULE 3**

**BYLAWS**

**CONTRACT SCHEDULE 3**

**BY LAWS**

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**AMENDED BYLAWS**  
**OF**  
**GLOBAL HEIGHTS ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Global Heights Academy (The “Academy” or the “corporation”).

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

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

Section 2. Registered Office. The registered office of the Academy shall be 2455 S. Industrial Hwy, Suite A, Ann Arbor, Michigan 48104. The registered agent is Mohamad Issa. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

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

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

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

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited

to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

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

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

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

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

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

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

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

8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

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

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

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

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

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

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

## ARTICLE V

### MEETINGS

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

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

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

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

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

meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE VI

### COMMITTEES

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

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

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

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

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not

a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

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

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

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

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

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

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

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

## **ARTICLE IX**

### **INDEMNIFICATION**

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

## **ARTICLE X**

### **FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING**

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

## ARTICLE XI

### SEAL

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

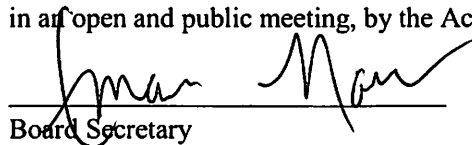
## ARTICLE XII

### AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and 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 26<sup>th</sup> day of June, 2019.

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

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## SCHEDULE 4

### FISCAL AGENT AGREEMENT

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

#### Preliminary Recitals

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

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

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

#### ARTICLE I

##### DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

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

## ARTICLE III

### STATE DUTIES

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

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

## ARTICLE IV

### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

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

Date: April 4, 2022

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE 6**

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

## SCHEDULE 6

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

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

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

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

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

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

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

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

## Service Agreement

This Service Agreement is made and entered into as of the day of July 1, 2022, by and between Global Educational Excellence (the "Contractor"), a Michigan limited liability company, and Global Heights Academy, through its Board of Directors (the "Board"), a Michigan non-profit corporation (the "Academy").

### RECITALS

A. The Academy is a charter school, organized as a public school academy under the Revised School Code (The Code). The Academy has been authorized to operate as a public school academy pursuant to a contract (said contract, together with all schedules attached thereto, and as the same may be modified from time to time, shall be known herein as the "Contract") with the Board of Trustees of Grand Valley State University ("GVSU"), with GVSU as the authorizing body.

B. The Contractor specializes in providing educational organizations with a variety of management and educational services and product, including assessment, curriculums, educational programs, teacher training, and assistive technology. Contractor's products and services are designed to serve the needs of the Academy's diverse student population with effective strategies for the needs of all members of its community.

C. The Academy and Contractor desire to create an enduring educational agreement, whereby the Academy and Contractor will work together to bring educational excellence and innovation to the operation of the Academy, based on Contractor's school design, institutional principles and management methodologies.

D. In order to implement an innovative educational program at the school, the parties, desire to establish this arrangement for the management and operation of certain of the Academy's educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

### ARTICLE I

#### TERM

A. **Item.** Subject to the provisions of Paragraph B of this Article I and Paragraph E of Article VIII, this Agreement shall become effective upon execution and shall be consistent with the term in the Charter Contract.

B. **Review by GVSU.** The parties acknowledge that this Agreement is subject to the review of GVSU and shall be subject to termination pursuant to Article VIII, Paragraph E in the event that GVSU disapproves this Agreement.

### ARTICLE II

#### CONTRACTUAL RELATIONSHIP

A. **Authority.** The Academy represents that it is authorized by law and the Contract to contract with a private entity and for that entity to provide educational and management services. The Board is authorized by GVSU to supervise and control such the Academy, and vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

B. **Contract.** Acting under and in the exercise of such authority, the Board hereby contracts with Contractor to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Contract.

C. **Status of the Parties.** Contractor is a for-profit entity, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of Contractor. The relationship between Contractor and the Academy is based solely on the terms of this Agreement, and the terms of any other agreements between Contractor and the Academy.

### ARTICLE III FUNCTIONS TO BE PERFORMED BY CONTRACTOR

A. **Responsibility.** Contractor shall be responsible, and accountable to the Board, for the administration, operation and performance of the Academy, in accordance with appropriate sections of the Code and the Contract. Contractor shall use its best efforts to perform the obligations and responsibilities of the Academy under the Code and the Contract on behalf of the Academy or to assist the Academy in performing those obligations and responsibilities. Nothing in this Agreement shall be construed to prevent the Board from exercising its statutory, contractual or fiduciary responsibilities or from setting policies governing the operation of the Academy. Decisions made by the Contractor which by law or the Contract must be made by the Board in compliance with the Michigan Open Meetings Act shall not be binding on the Academy and its Board.

B. **Educational Program** The educational program and the program of instruction shall be designed by Contractor in accordance with the Contract, and may be adapted and modified from time to time with prior Board approval, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Board and Contractor are interested in results and not in inflexible prescriptions. Notwithstanding the foregoing, the Board shall have the right to approve material changes to the educational program and programs of instruction necessitated by the failure of the Academy to meet the goals identified in the Contract or otherwise abide by the terms of the Contract. The parties acknowledge that changes to the educational program may require an amendment to the Contract prior to implementation.

As between the parties, all intellectual property, proprietary information or other rights in or to any curriculum, educational materials or teaching techniques developed by Contractor for

the Academy shall be the property of the Academy and shall be subject to disclosure under the Code and the Michigan Freedom of Information Act unless specifically exempt.

C. **Strategic Planning.** Contractor shall design strategic plans for the continuing educational and financial benefit of the Academy.

D. **Public Relations.** Contractor shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for implementation by the Academy as Board. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of the Contractor or any Academy managed by the Contractor.

E. **Specific Functions.** Contractor shall be responsible for the management, operation, administration, and provision of educational and custodial activities at the Academy. Such functions may include, but are not limited to:

1. implementation and administration of the Educational Program, including the recommendation and acquisition of instructional materials, equipment and supplies (subject to the right of the Board to approve text books), and the administration of any and all extra and co-curricular activities and programs as approved by the Academy Board;
2. management of personnel functions, including professional development for the Principal, all instructional personnel and other staff, and the personnel functions outlined in Article I;
3. aspects of the business administration of the Academy;
4. business, educational, and community partnering programs;
5. strategic planning;
6. fund raising and grant development programs and strategies;
7. public relations programs, strategies and events;
8. any other function necessary or expedient for the administration of the Academy, or as may be required under the Code, the Contract or by GVSU.

F. **Subcontracts.** Contractor reserves the right to subcontract, with Academy Board approval, any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. Contractor shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board.

G. **Place of Performance.** Contractor reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off-site, unless prohibited by state or local law.

H. **Materials Purchased.** All equipment, materials and supplies purchased by Contractor on behalf of the Academy shall be property of the Academy. If Contractor purchases equipment, material and supplies for the Academy, it shall comply with Section 1274 of the Code as if the Academy were making all such purchases directly. Contractor certifies that there shall be no markup of costs for supplies, materials, or equipment procured by Contractor on the Academy's behalf and that said supplies, materials and/or equipment shall be inventoried in such a way that it can be clearly established which property belongs to the Academy. Contractor shall maintain an inventory of Academy equipment so that it can be clearly established which property belongs to the Academy.

I. **Student Recruitment.** Contractor and the Board shall be jointly responsible for the recruitment of students, subject to the Board's direction on general recruitment and admission policies and the Contract. Application by or for students shall be voluntary, and shall be in writing. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

J. **Due Process Hearings.** Contractor shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to record, consistent with the Academy's own obligations and policy. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled. In the event that Contractor facilitates a student due process hearing, they shall inform the Board that an expulsion hearing is scheduled as well as the result of the hearing.

K. **Legal Requirements.** Contractor shall provide educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived.

L. **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.

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

N. **Rules and Procedures.** Contractor shall recommend reasonable rules, regulations, and procedures applicable to the Academy and is authorized and directed to enforce those rules, regulations and procedures adopted by the Academy Board.

O. **School Year and School Day.** Contractor shall establish the calendar for the school year and the school day, subject to the requirements under law and as determined annually by the Board.

P. **Additional Grades and Student Population.** Contractor shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Contract. In the event the Board seeks to expand the Academy to a new grade level, the Board shall involve Contractor in such efforts as early as possible.

Q. **Privacy.** Except as permitted under the Code, Contractor shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If Contractor receives information that is part of an Academy student's education records, Contractor shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

R. **Data Breach.** Contractor shall develop and maintain, with Board approval, a data breach response plan to address the release of personally identifiable information from Academy education records or other information not suitable for public release. In the event of a data breach, Contractor and the Academy shall follow the data breach response plan.

S. **Material Breach of Agreement.** Failure of Contractor to reasonably perform these functions, unless prevented from doing so by the Academy, its Board or circumstances beyond Contractor's control, shall be considered a material breach of this Agreement.

#### ARTICLE IV OBLIGATIONS OF THE BOARD

A. **Oversight.** The Board shall have the obligation and authority to oversee the performance of the duties of the Contractor under this Agreement. The Board shall be responsible for adopting budgets and policies for the Academy to be implemented by the Contractor in accordance with this Agreement. The Board shall exercise good faith in considering the recommendations of Contractor, including but not limited to, Contractor's recommendations concerning policies, rules,

Regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs. The Academy's failure to adopt Contractor's reasonable recommendations concerning functions to be performed by Contractor shall be considered a material breach of this Agreement. If the Board determines in good faith that a recommendation of Contractor is contrary to the Code, the Contract, or policies adopted by the Board not otherwise contrary to this Agreement, its failure or refusal to adopt a recommendation of Contractor shall not be deemed to be a material default of this Agreement.

B. **Governmental Immunity.** The Board shall determine when to assert, waive or not waive its governmental immunity.

ARTICLE V  
**FINANCIAL ARRANGEMENTS**

A. **Capitation Fee.** The Academy shall pay Contractor an annual capitation fee, in an amount equal ten percent ( 10%) of the moneys, grants, fees and credits received by the Academy from all sources in connection with the enrollment of students at the Academy, including, but not limited to, state funding, government and private grants, and student fees, except to the extent prohibited by law or grant restrictions, or those amounts exempted by GVSU. Said amounts may change during the term of this Agreement according to overall changes in the state grants, moneys, or services provided by other governmental agencies, and the extent of other revenue sources. The capitation fee shall be paid to Contractor as and when state payments, or funds from other state agencies or other revenue sources, are received by the Academy. Notwithstanding anything to the contrary contained herein, the parties agree that state payments shall be made directly to the Academy, and that capitation fees and other charges under this Agreement shall be paid to Contractor, upon availability of funds.

B. **Reasonable Compensation.** The Board acknowledges and agrees that compensation payable to Contractor under this Agreement is reasonable compensation for the services to be rendered by Contractor to the Academy under this Agreement.

C. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments, improve the quality of education at the Academy, and fulfill the mission of the Academy, Contractor shall develop and pursue a program for obtaining and producing revenue supplemental to state aid and grants, shall seek Academy Board approval prior to accepting grant revenues, and shall report to the Board on a consistent basis regarding the status of its efforts in this area.

D. **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in furnishing Contractor's Educational Program to the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance, student meal services and capital improvements. Contractor may, in order to gain various economies and efficiencies, elect to incur certain of such costs directly and, in such event, the Academy shall reimburse Contractor for budgeted items upon presentation of supporting

documentation at a duly convened meeting of the Board. In no event shall Contractor charge an additional fee or charge to the cost of equipment, materials and supplies purchased from third parties.

E. **Advancement of Funds.** Contractor may advance funds to the Academy relating to recruiting, selecting, and pre-service training of staff members; or cleaning, fixing, renovating and equipping of the Academy building and related capital facilities, all pending receipt by the Academy of its subsequent school aid payments. The Academy shall reimburse Contractor such funds upon receipt of such state school aid payments, to the extent that it is able to do so consistent with the Code and the Contract. The parties shall enter into a separate agreement regarding the terms and conditions of any advance and its repayment before funds are disbursed by Contractor to or for the benefit of the Academy. If the parties cannot enter into an agreement before the Contractor disburses funds, they shall do so as soon as possible thereafter.

F. **Other Public School Academies.** The Academy acknowledges that Contractor may enter into similar management agreements with other public school academies. Contractor shall separately account for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy. If Contractor incurs reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation between such academies then Contractor shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

G. **Financial Reporting.** Contractor shall provide the Board with:

1. a projected annual budget (in compliance with P.A. 493 of the 2000 Uniform Budget and Accounting Act) not later than thirty (30) days after enrollment at the Academy for the first year of this Agreement is set or by May 1, and with a projected annual budget prior to each school year thereafter;
2. reasonably detailed statements of all revenues received, from whatever source, with respect to the Academy, and reasonably detailed statements of all direct expenditures with an explanation of variances to budget for services rendered to or on behalf of the Academy, whether incurred onsite off-site, upon request. The Contractor shall also provide the Academy with (i) a financial report on the Academy's finances at regularly scheduled Board meetings, which reports shall not be more than 45 days in arrears, and (ii) a complete quarterly financial report, including a balance sheet for the Academy's finances, also not more than 45 days in arrears;
3. an annual audit of the Academy in compliance with state law and Regulations showing the manner in which funds are spent at the Academy;

4. reports on Academy operations and student performance, upon reasonable request, but not less frequently than four (4) times per year; and other information on a periodic basis to enable the board to monitor Contractor's educational performance and the efficiency of its operation of the Academy.

The Contractor shall make all its finance and other records related to the Academy available to the Academy's independent auditor upon reasonable notice. The Board is responsible for selecting and retaining the Academy's independent auditor.

## ARTICLE VI PERSONNEL & TRAINING

Subject to recommendation by Contractor and approval of the Board:

**A. Principal.** Contractor will, consistent with state law, select, hire and supervise the Principal, establish employment terms, and hold him or her accountable for the success of the Academy. The Academy School Board will be part of the interview process for the Academy School Leader as well as final hiring process. The Principal and Contractor, in tum, will have similar authority to select and hold accountable the teachers in the Academy. The Principal shall be an employee of the Contractor.

**B. Teachers.** Contractor shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy consistent with the Board-approved budget. Contractor shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy and establish employment terms. These teachers may, at the discretion of Contractor, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by Contractor. Each teacher assigned to the Academy shall hold a valid teaching certificate issued by the state board of education under the Code to the extent required under the Code, or meet Code provisions for non-certified teachers. Unless otherwise agreed, teachers shall not be employees of the Academy.

**C. Support Staff.** Contractor shall determine the number and functions of support staff required for the operation of the Academy consistent with the Board-approved budget and establish employment terms. Contractor shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, at the discretion of Contractor, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by Contractor.

**D. Board Liaison.** The Academy Board may employ and pay for an independent Board Liaison to act as a liaison among the Academy, Contractor and the University in order to ensure a smooth relationship among the entities. The Board shall have the right to employ the Board Liaison full or part time, as the situation warrants. Contractor agrees to cooperate with the Board Liaison in the performance of his duties as liaison.

**E. Employer of Personnel.** Unless otherwise agreed or required by law or the Contract, except for the Board Liaison, staff and personnel at the Academy will be employees or subcontractors of Contractor. Compensation of all employees of the Academy shall be paid by the Academy. The Academy shall reimburse Contractor for the compensation Contractor pays its employees or subcontractors of Contractor in the performance of services on behalf of the Academy. For purposes of this Agreement, compensation shall include salary, fringe benefits and training, including without limitation retirement planning, and state and federal tax withholdings. Contractor will inform the Academy Board of the level of compensation and fringe benefits provided to the employees of the Contractor. Contractor shall be solely responsible for selection, evaluation, discipline, and termination. No contracts or agreements between Contractor and staff assigned to the Academy shall contain a non-compete provision.

**F. Criminal Background Checks.** As part of its services under this Agreement, Contractor will, to the extent permitted by applicable law, be responsible for arranging for criminal background and conduct checks on its employees assigned to the Academy to ensure that the Academy fulfills its responsibilities to: a) conduct criminal background and record checks required by Applicable Law; and, b) maintain evidence that it has performed such actions. During the term of this Agreement, Contractor shall not enter into any agreement with the Academy or any employee restricting or prohibiting the Academy from hiring such person, and any such agreement shall, for the purpose of this Agreement, be of no force or effect.

**G. Training.** Contractor shall provide training in its Board-approved curriculum, program, and technology, to all teaching personnel on a regular and continuous basis. Instructional personnel shall receive such training as required under the Code. Non-instructional personnel shall receive such training as Contractor determines reasonable and necessary under the circumstances.

## ARTICLE VII ADDITIONAL PROGRAMS

The services provided by Contractor to the Academy under this Agreement consist of the Educational Program during the school year and school day, and age and grade level, as set forth in the Contract, as such school year, school day, and age and grade level may change from time to time. Contractor may, in its discretion but subject to the approval of the Board, not to be unreasonably withheld, provide additional programs, such as adult and community education, which are not a part of the Academy's program as of the effective date of this Agreement. In such cases, the Contractor and the Board shall enter into a separate agreement governing the provision of these programs.

ARTICLE VIII  
TERMINATION OF AGREEMENT

A. **Termination by Contractor.** Contractor may terminate the Agreement with cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach of this Agreement within sixty (60) days after notice from Contractor. A material breach may include, but is not limited to, failure to make payments to Contractor as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of Contractor, etc. Upon such termination, Contractor shall have the option to reclaim any usable property or equipment (e g., copy machines, personal computers) installed by Contractor and not paid for by the Academy, or to reclaim the depreciated cost of such equipment.

B. **Termination by the Academy.** The Academy may terminate this Agreement with cause prior to the end of the term in the event that Contractor should fail to remedy a material breach of this Agreement within sixty (60) days after notice from the Academy; provided, however, that in the event such breach cannot be cured within such sixty day period, Contractor may have an additional amount of time reasonably necessary to effect such cure, so long as Contractor commences such cure within the initial sixty day period and diligently pursues said cure thereafter. Material breach may include, but is not limited to, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), or unreasonable failure to meet performance standards where such failure resulted from circumstances within its control. Any action or inaction by the Contractor which causes the Contract of the Academy to be revoked, terminated or suspended, or which results in the Academy receiving official notification from the CSO, University Board, Superintendent of Public Instruction or other authorized body or official, of the commencement or an intent to initiate proceeding for the termination, revocation or suspension of the Contract, shall be designated a material breach, which shall be grounds for the termination of the ESP agreement by the Academy. Upon such a termination, Contractor shall have the option to reclaim any usable property or equipment (e.g., copy machines, personal computers) installed by the Contractor and not paid for by the Academy or to reclaim the depreciated cost of such equipment.

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

D. **Amendment Caused By Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 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 Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the

Academy, and the Contractor shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

E. **Minor Breaches.** A breach of this Agreement that would otherwise not be material may become material if the breaching party does not act in good faith to cure the breach after notice, or if multiple breaches occur in a time period or under such circumstances that lack of good faith is indicated.

F. **Change in Law; Requirement of GVSU.** If any federal, state, or local law or regulation, or court decision, or any requirement properly imposed by GVSU under the Code or the Contract has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days further written notice.

G. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article I, absent unusual and compelling circumstances the termination will not become effective until the end of the school year following the notice of termination.

H. **Expiration.** Upon expiration of this Agreement at the completion of the contract term where there is no renewal, Contractor shall have the right to reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided the Academy at its expense or the depreciated cost of such equipment.

## ARTICLE IX

### INDEMNIFICATION

A. **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.

**B. Waiver of Subrogation.** Each party to this Agreement waives all rights and claims against each other for all losses covered by their respective insurance policies, and to the extent permitted by their respective policies, waives all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

#### ARTICLE X INSURANCE

The Board will obtain insurance as required in the Contract. Contractor shall name the Academy as an additional insured on a separate general liability and umbrella insurance coverage in amounts and on such terms as the Academy may require. Each party shall maintain such insurance as shall be necessary to indemnify the other as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Contractor shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

#### ARTICLE XI WARRANTIES AND REPRESENTATIONS

The Academy and Contractor each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and Contractor mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

#### ARTICLE XII RECORDS AND OTHER PROPERTY OF THE ACADEMY

Contractor acknowledges that all financial, educational and student records relating to the Academy are and shall remain property of the Academy. Contractor agrees to keep such records on location at the Academy and to permit, upon reasonable notice and at reasonable times, the Board or anyone appointed by the Board to inspect such records and obtain copies thereof. Throughout the term of this Agreement, Contractor shall be deemed a temporary custodian of these records, and shall be responsible for the safeguarding of said records, unless the Board provides otherwise. In the event of any termination of this Agreement, Contractor shall deliver said records to the Board or its agents. Contractor shall keep such records available to the public in accordance with the Revised School Code and other applicable law.

Contractor shall obligate each of its employees to sign an agreement pledging their obligation to keep confidential any and all records of the Academy, unless otherwise required by law. Contractor shall further obligate each of its employees to acknowledge that all educational materials developed on behalf of the Academy during the term of this Agreement shall be the property of the Academy. Upon the reasonable request of the Board, Contractor shall make available to the Board copies of all educational materials prepared by Contractor or its employees in connection with the undertakings described herein.

ARTICLE XIII  
ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIV  
INTERPRETATION

A. **Compliance with the Code.** The parties are entering into this Agreement to enable the Academy to carry out its obligations under the Code and the Contract in an efficient and economical manner. Accordingly, this Agreement shall in all respects be subject to, and construed in accordance with, the Code..

B. **Compliance with Academy's Contract** **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.

C. **Compliance with Rev. Proc. 97-13.** The parties also acknowledge that the Academy anticipates qualifying for exemption for federal income taxation under Section 501(c)(3) of the Internal Revenue Code. Subject to the foregoing provisions of this Article XIV, this Agreement shall be interpreted in a manner that is consistent with the Academy's status as an exempt organization. Nothing in this Agreement shall be interpreted as delegating the Board's ultimate authority and responsibility with respect to the operation and management of the Academy to the Contractor.

ARTICLE XV  
MISCELLANEOUS

A. **Sole Agreement; Severability.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Contractor. The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement.

B. **Force Maieure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. **Notice.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to contractor:

Global Educational  
Excellence 2455 S.  
Industrial Hwy.  
Suite A  
Ann Arbor, MI 48104

With a copy to:

Eby, Conner, Smillie & Bourque,  
PLLC. 320 Miller Suite 190  
Ann Arbor, MI 48103

With a copy to Academy:

Hussein Mahmoud  
23713 Joy Rd  
Dearborn Heights, MI 48127

With a copy to:

George Butler  
Dickinson Wright, PLLC  
500 Woodward Ave.  
Detroit, MI 48226

D. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

E **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services.

F. **Non-Waiver.** No failure of a party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

G. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that Contractor may without the consent of the Board delegate the performance by not responsibility for such duties and obligations of Contractor specifically set forth herein.

H **Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

L **Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan. The parties have executed this Agreement as of the day and year first above written.


IN WITNESS WHEREOF, the parties have entered into this Service Agreement as of the date set forth above.

GLOBAL HEIGHTS ACADEMY

  
\_\_\_\_\_, Chair Board of Directors

Date: June 23, 2022







GLOBAL EDUCATIONAL EXCELLENCE

  
\_\_\_\_\_, Director

Date: June 23, 2022

<b>TITLE</b>	GHA ESP Agreement Effective 7-1-22
<b>FILE NAME</b>	GHA ESP Agreement...ive 7-1-2022.docx
<b>DOCUMENT ID</b>	da3e47bf0bcdafdcb6e5ed66802209b6978266
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History

 SENT	<b>06 / 27 / 2022</b> 19:33:40 UTC	Sent for signature to Hussein Mahmoud (mahmoudh1@gee-edu.com) and Mohamad Issa (mohamad@gee-edu.com) from davillierh@gee-edu.com IP: 75.75.215.186
 VIEWED	<b>06 / 27 / 2022</b> 19:52:17 UTC	Viewed by Mohamad Issa (mohamad@gee-edu.com) IP: 75.75.215.186
 VIEWED	<b>06 / 27 / 2022</b> 23:04:05 UTC	Viewed by Hussein Mahmoud (mahmoudh1@gee-edu.com) IP: 68.56.194.182
 SIGNED	<b>06 / 27 / 2022</b> 23:04:22 UTC	Signed by Hussein Mahmoud (mahmoudh1@gee-edu.com) IP: 68.56.194.182
 SIGNED	<b>06 / 28 / 2022</b> 13:25:16 UTC	Signed by Mohamad Issa (mohamad@gee-edu.com) IP: 75.75.215.186
 COMPLETED	<b>06 / 28 / 2022</b> 13:25:16 UTC	The document has been completed.

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS**

**Academic Achievement**

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

**Academic Growth**

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

Date: June 23, 2022



\_\_\_\_\_  
Board President Signature

**Secretary's Certification:**

I certify that the foregoing resolution was duly adopted by the Global Heights Academy Board of Directors at a properly noticed open meeting held on the 23rd day of June, 2022, at which a quorum was present.



\_\_\_\_\_  
Board Vice President

<b>TITLE</b>	GHA Contract 7- 1 and 7-4-Revised
<b>FILE NAME</b>	7-1 (New 2018) (1).pdf and 1 other
<b>DOCUMENT ID</b>	f3a4bfd3770ed905d3bd706ebdf79eb3f095d5b6
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<b>STATUS</b>	● Signed

## Document History



SENT

**06 / 28 / 2022**

16:17:20 UTC

Sent for signature to Hussein Mahmoud (mahmoudh1@gee-edu.com) and Stephen Sigmon (sigmons@gee-edu.com) from davillierh@gee-edu.com  
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VIEWED

**06 / 28 / 2022**

16:22:11 UTC

Viewed by Hussein Mahmoud (mahmoudh1@gee-edu.com)  
IP: 50.201.149.65



SIGNED

**06 / 28 / 2022**

16:22:27 UTC

Signed by Hussein Mahmoud (mahmoudh1@gee-edu.com)  
IP: 50.201.149.65



VIEWED

**06 / 28 / 2022**

16:40:17 UTC

Viewed by Stephen Sigmon (sigmons@gee-edu.com)  
IP: 108.254.129.207



SIGNED

**06 / 28 / 2022**

16:41:13 UTC

Signed by Stephen Sigmon (sigmons@gee-edu.com)  
IP: 108.254.129.207



COMPLETED

**06 / 28 / 2022**

16:41:13 UTC

The document has been completed.

**SCHEDULE 7-2**

**CURRICULUM**

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

Please see separate file for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

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



# GLOBAL EDUCATIONAL EXCELLENCE

## Employer Information

Global Educational Excellence

2455 S. Industrial Hwy.

Ann Arbor, MI 48104

[www.careers.gee-edu.com](http://www.careers.gee-edu.com)

**P:** 734.369.9500 / **F:** 734.369.9499 / **Email:** [hr@gee-edu.com](mailto:hr@gee-edu.com)

**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Principal at (Insert Academy / Location: (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** GEE Director

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

## Purpose:

Directs the activities of the Academy to provide for the proper instruction and supervision of students in accordance with the stated mission and goals of the Academy.

## Education & Job Requirements:

- Master's Degree in educational administration, curriculum and development or related field.
- Minimum of five years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required
- 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.

## Tasks:

### Instruction

- Serves as the educational leader for the Academy by developing, supervising and evaluating the Academy's instructional programs and recommending such changes and improvements as may be needed, including the formulation of curriculum objectives and selection, development and revision of curriculum materials.
- Reviews all curriculum guides and materials to be distributed among instructional staff, parents, etc.
- Supervises scheduling of the curriculum, facilities, personnel and students.
- Plans, develops and supervises testing programs within the Academy to measure the effectiveness of the total educational program.

### Staff

- Assists in the recruitment of qualified personnel. Recommends hiring, placement and transfer of personnel. Supervises orientation and pre-service training of new personnel.
- Provides for effective communication and relations between the administration and staff and for building staff morale. Plans and conducts staff meetings.
- Supervises and evaluates the performance of the staff and makes recommendations to GEE regarding promotion, transfer and retention of staff.



## GLOBAL EDUCATIONAL EXCELLENCE

- Supervises the activities of the office administration in the areas of office management, transportation, facility and maintenance and personnel administration.
- Plays a significant leadership role in fostering professional growth and providing professional assistance to staff as required.

### Students

- Develops and supervises the implementation of an Academy-wide code of conduct and behavior to ensure the safety, proper discipline and conduct of students at all times.
- Plans and carries out an effective guidance and counseling program to meet the goals of the Academy.
- Organizes and supervises new pupil registration.
- Plans, develops and coordinates Academy-wide system of health services, including scheduling physical examinations of visual, hearing and other health-related concerns.
- Establishes effective liaisons with the various offices, agencies and institutions within the community that may provide specialized or professional help to students and their parents.
- Supervises the maintenance of accurate student and personnel records, including attendance, grades, etc.
- Ensures adequate communications with parents regarding student performance and conduct, Academy policies and procedures, activities, etc., through report cards, conferences, newsletters and other means.
- Reviews and evaluates Academy programs, facilities and activities to ensure compliance with state and local regulations.
- Assists in the development and monitoring of Academy policies and administrative rules and procedures.
- Oversees the activities and operation of the Academy's Parent Organization.

### Miscellaneous

- Provides the Academy Board with a Principal's report at every Academy Board meeting and any other reports requested by the Academy Board.
- Performs such other duties as may be assigned.

### Supervisory/Responsibilities

- Carries out supervisory responsibilities in accordance with the policies of the Academy Board and applicable law. These responsibilities include, but are not limited to, interviewing, hiring and training employees; planning, assigning and directing work; appraising staff performance; rewarding and disciplining employees; addressing complaints and resolving problems.

### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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# GLOBAL EDUCATIONAL EXCELLENCE

## Employer Information

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**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Elementary Teacher at (insert academy name) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

## Purpose:

Provide effective elementary classroom instruction for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

## Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

## Tasks:

*A GEE teacher skillfully demonstrates:*

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic 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 motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- 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 aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;



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- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;
- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;
- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- 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

*A GEE teacher has the confidence to lead and possesses the following competencies to:*

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

### **Physical Requirements:**

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** Middle School Teacher (Math, Science, Social Studies, ELA, Technology, Arabic, Physical Education, Art) at (insert academy) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

## Purpose:

Provide effective middle school classroom instruction in (subject) for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

## Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

## Tasks:

*A GEE teacher skillfully demonstrates:*

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic 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 motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- 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 aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;



## GLOBAL EDUCATIONAL EXCELLENCE

- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;
- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;
- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- 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

*A GEE teacher has the confidence to lead and possesses the following competencies to:*

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

### **Physical Requirements:**

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** Secondary School Teacher (Math, Science, Social Studies, ELA, Technology, Arabic, Physical Education, Art) at (insert academy) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

## Purpose:

Provide effective secondary school classroom instruction in (subject) for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

## Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

## Tasks:

*A GEE teacher skillfully demonstrates:*

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic 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 motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- 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 aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;



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- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;
- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;
- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- 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

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- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

### **Physical Requirements:**

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**Position:** Special Education Teacher at (insert academy name) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

## Purpose:

Provide effective instruction for pupils who have a variety of disabilities as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

## Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

## Tasks:

- Works with children with mild to moderate disabilities, using the general education curriculum, or modifying it, to meet the child's individual needs.
- Assists in the development of IEPs for each special education student.
- Coordinates the work of teachers, Paraprofessionals and related contracted personnel, such as therapists and Social Worker, to meet the individualized needs of the students within inclusive special education programs.
- Participates in Child Study Team meetings.

## Record Keeping

- Keeps attendance and progress records as required by the MDE.
- Attends and participates in IEP/504 meetings.
- Reviews the IEP with the student's parents, school administrators and the student's general education teacher.
- Works closely with parents to inform them of their child's progress and suggests techniques to promote learning at home.

## Discipline & Counseling



## GLOBAL EDUCATIONAL EXCELLENCE

- Teaches and enforces Academy rules of conduct and behavior.
- Maintains order in classroom.
- Maintains classroom in a neat and clean manner.
- Counsels students when emotional or academic problems arise.

### Other

- When students need special accommodations in order to take a test, ensures that appropriate ones are provided.
- Designs and teaches appropriate curricula; assigns work geared toward each student's needs and abilities; grades papers and homework assignments.
- Assists general educators in the adaption of curriculum materials and teaching techniques to meet the needs of students with disabilities.
- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** ELL Teacher at (insert academy name) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

## Purpose:

Provide effective ELL classroom instruction support for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

## Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

## Tasks:

### Essential Duties and Responsibilities:

- Carries out assessments of students' needs using the WIDA test/screener.
- Assesses students' progress based on classroom and teacher observations.
- Participates in Child Study Team meetings.
- Provides mainstream language support in the child's classroom.
- Co-operates with bilingual Paraprofessionals in working with the child in the mainstream classroom.
- Facilitates home/school liaison between staff and parents.
- Drafts and reviews institutional policies relating to the education of students with English as a second language.

## Record Keeping

- Works with enrollment staff in proper identification of Limited English Proficiency students.
- Maintains records of individual student's progress during their three years in the ELL Program.

## Discipline & Counseling

- Teaches and enforces Academy rules of conduct and behavior.



## GLOBAL EDUCATIONAL EXCELLENCE

- Maintains order in classroom.
- Maintains classroom in a neat and clean manner.
- Reports needed repairs and maintenance to the Administrative Office.

### Other

- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

### Physical Requirements:

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**Position:** Instructional Coach – Grades K-5 at (insert academy name) / Location: Traveling locally required.

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Director of Curriculum and Instruction

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

### Purpose:

The K-5 Instructional Coach position is an excellent opportunity for an experienced coach or classroom teacher who possesses special expertise in elementary education instruction and curriculum. The primary responsibility of the K-5 Instructional Coach is to work with teachers providing instructional support including curricular unit planning, co-teaching/modeling, data dissemination, creation of assessments as well as providing professional development opportunities to raise student achievement. To provide coaching and support to deepen teacher content knowledge and strengthen instruction.

The K-5 Instructional Coach will develop teacher growth goals aligned to the Danielson Instructional Framework in collaboration with the building principal. A primary goal of the K-5 Instructional Coach position is to build capacity for expert elementary instruction in every classroom.

### Education & Job Requirements:

- Bachelor's Degree required, Masters preferred.
- Minimum of five years of successful teaching experience.
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required.

### Qualifications

- Deep knowledge of the new Michigan state curriculum frameworks
- Strong content and pedagogical knowledge in mathematics, science and ELA
- Demonstrated teaching expertise in elementary education
- Experience with standards-based assessment and effective use of student data
- Demonstrated ability to work collaboratively and effectively with teachers
- Experienced in providing high-quality professional development for teachers
- Experienced in communicating with parents/guardians about how children learn science



## GLOBAL EDUCATIONAL EXCELLENCE

### Essential Attributes

- Holds an unwavering belief that every student can grow and succeed
- Is able to work collaboratively and flexibly as part of a building team
- Has a strong work ethic, is self-directed, and has the ability to work independently
- Self-reflects and accepts feedback with a growth mindset

### Responsibilities

#### *Coaching – Building Capacity*

- Works with teachers one-on-one and in small groups to plan a unit/ sequence of lessons based on the Michigan Standards; assists teachers in implementing research-based instructional strategies, choosing a variety of materials, implementing curriculum with fidelity and including literacy objectives in learning experiences
- Introduces best practices in the area of elementary education through demonstration lessons, co-teaching, co-planning, peer observation, study groups, and professional development workshops
- Builds teacher capacity to interpret and use a range of assessment tools to plan lessons and address individual student needs
- Articulates goals, practices and district vision for excellence in core content areas as needed for staff and parents
- Meets frequently with the Principal to analyze data, complete Instructional Rounds, and discuss next steps for school-based professional development that supports growth
- Engages in advanced training opportunities designed to strengthen content knowledge, pedagogy, and coaching skills
- Meets with other instructional coaches to share information and best practices
- Supports the school data team in monitoring progress toward meeting grade-level and school wide goals
- Provides leadership in preparing and disseminating assessment data
- Other duties as assigned by Director of Curriculum and Instruction
- Performs other duties as may be assigned

### Physical Requirements:

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**Position:** Reading Specialist at (insert academy name) / Location:

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

## Purpose:

Design effective instructional programs to teach students with reading difficulties. Assist teachers in designing a variety of individualized and group instructional interventions or programs for students with reading problems.

## Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

## Tasks:

- Provide intensive one-on-one literacy support to students. Also provide literacy support to students through small group instruction and co-teaching in classrooms based on the identified needs of students.
- Develop and maintain daily written lesson plans based on student's needs, interests and abilities administering tests to random sample students
- Develop and maintain accurate records of student progress indicative of an ongoing evaluation process as required by the Individual Reading Instruction Plan.
- Interact and communicate with the classroom teachers of students participating in solving classroom and school problems and seeking resolutions through appropriate channels.
- Perform other duties and responsibilities incidental to the position or as assigned by the principal.

## Record Keeping

- Develop and maintain accurate records of student progress indicative of an ongoing evaluation process as required by the Individual Reading Instruction Plan.
- Complete required teacher/administrative reports promptly and accurately.

## Discipline & Counseling



## GLOBAL EDUCATIONAL EXCELLENCE

- Teach and enforce Academy rules of conduct and behavior.
- Maintain order in classroom.
- Maintain classroom in a neat and clean manner.
- Report needed repairs and maintenance to the Administrative Office.

### Other

- Attend staff meetings and other Academy-related events and activities.
- Participate in in-service training as assigned. Attend conferences and seminars and present information to staff.

### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** Paraprofessional at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

## Purpose:

- The primary focus of the paraprofessional is to assist in classroom instruction and management under the direction and supervision of the teacher.

## Education & Job Requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or
- Obtain an associate's degree (or higher); or Meet a rigorous standard of quality and demonstrate, through passage of an approved formal state academic assessment in the following areas:
  - Knowledge of, and the ability to assist in, instructing reading, writing, and mathematics; or
  - Knowledge of, and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.
- The State Board of Education approved the following formal assessments by which a paraprofessional may choose to demonstrate this knowledge:
  - Passing the Basic Skills Examination
  - A passing score of at least 480 on the evidence-based reading and writing section of the SAT and 530 on the mathematics section in lieu of the Basic Skills Test or Professional Readiness Exam
  - ETS Parapro Assessment of a passing score of 460 is required
- Satisfactory criminal background check required

## Tasks:

### Curriculum

- Assists teacher in preparing lesson plans.
- Instructs, demonstrates and uses audiovisual teaching aids to present subject matter to class, at the direction and under supervision of the teacher.
- Assigns lessons and listens to oral presentations, at the direction and under supervision of the teacher.
- Provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher.
- Assists teacher in coordinating and supervising class field trips.
- Assists students with test preparation.
- Encourages level of learning.



## GLOBAL EDUCATIONAL EXCELLENCE

### Record Keeping

- At the direction of the classroom teacher.

### Discipline & Counseling

- Teaches and enforces Academy rules of conduct and behavior.
- Maintains order in classroom, playground, hallway and lunchroom.
- Assists teacher in maintaining classroom in a neat and clean manner.
- Reports needed repairs and maintenance to the Administrative Office.
- Counsels students when emotional or academic problems arise.
- Communicates with teachers regarding students at risk.

### Other

- Assists teacher in coordinating the work of volunteers in classroom.
- Assist teacher with translations.
- Provide support in a library or media center
- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

### Physical Requirements:

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**Position:** Assessment Coordinator at (Insert Academy) / Location: (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

## Purpose:

The Assessment Coordinator is responsible for coordinating, planning and organizing all aspects of the Academy's assessment program including common assessments, state and national standardized testing; performing initial analyses and interpretation of test results; and serving as liaison to testing agencies, administration and faculty.

## Education & Job Requirements:

- Master's Degree in related education field or curriculum and development
- Minimum of three years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required

## Tasks:

- Provide leadership and assistance to the GEE Assessment Director and building administration to develop and implement District assessment goals, determine effectiveness of assessments and identify areas for improvement to ensure compliance with goals and objectives.
- Work collaboratively with principal and teachers to develop and evaluate common assessments to ensure their quality and effectiveness in driving instruction to meet the needs of all learners and identify areas for improvement.
- Analyze and interpret assessment results in order to assist principal and teachers to develop, plan and implement instructional strategies.
- Utilize assessment data to identify achievement gaps for sub-groups of students and assist principal and teachers in improved learning opportunities for these students.
- Coordinate scheduling and administration of all required state and national standardized testing; ensure proper handling, distribution and security of testing materials and recording of test scores.
- Design and implement procedures for administering tests and develop written resource materials.
- Work with teachers and principal to utilize systems to manage and analyze data by student, grade level, school and District.
- Serve as Academy resource person to administrators and teachers on all aspects of assessment.



## GLOBAL EDUCATIONAL EXCELLENCE

- Develop charts and graphs to explain data and make comparisons in a meaningful way; present reports to Board of Education, principal and other groups as required.
- Attend meetings, workshops or conferences, study professional literature to maintain current knowledge of the latest trends and research on the appropriate and most effective use of assessment in the Academy's instructional program and on rules and procedures required to ensure the integrity of testing.
- Other duties as assigned.

### **Physical Requirements:**

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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# GLOBAL EDUCATIONAL EXCELLENCE

## Employer Information

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**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Student Services/Advisor Coordinator at (Insert Academy) / Location: (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

## Purpose:

The position is responsible for assisting the school principal in the leadership, coordination, supervision and management of the school program and operation.

## Education & Job Requirements:

- Master's Degree in educational administration, curriculum and development or related field.
- Minimum of three years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required
- 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.

## Tasks:

- Assist with supervision and evaluation of teachers and staff
- Oversee student test administration and coordination of all logistics including organization of assessment materials and scheduling
- Maintain all site-based data in electronic databases; monitor recordkeeping procedures and data files for accuracy
- Share responsibility for the overall safety and well-being of the students
- Assist with discipline enforcement
- Maintain accurate records and prepare written reports
- Handle classroom and school site discipline
- Provide interventions for student discipline issues
- Monitor student attendance and process information for the purpose of ensuring student compliance
- Meet and communicate with parents
- Escort students to the office when assistance is requested by school staff
- Reports all incidents that occur in the assigned school
- Assist school staff in enforcing school-wide management procedures (CHAMPS)
- Monitor arrival and dismissal times



## GLOBAL EDUCATIONAL EXCELLENCE

- Monitor student activity in the hallway and cafeteria
- Draw up agreed upon action plans with learners, outlining the aims of student mentoring and monitoring their progress
- Setting up clubs and after school clubs as well as running extracurricular activities

### **Physical Requirements:**

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**Position:** School Social Worker at (Insert Academy) / Location: (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

## Purpose:

The primary focus of the school social worker is to assist students whose emotional/social problems interfere with their ability to obtain maximum benefit from the educational program. The social worker may also act as a liaison between parents/guardians, school, and public or private agencies responsible for student care and services in order to assist parents in taking advantage of services available in the school and community.

## Education & Job Requirements:

- Master's Degree in School Social Work
- Minimum of 1-2 years of experience as a school social worker.
- Must qualify to obtain a temporary or full approval as a school social worker.
- Approval issued through the Office of Special Education.
- Satisfactory criminal background check required

## Tasks:

- Conducts social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services.
- Participates in the Multi-Disciplinary Team meeting to review the results of a social work evaluation and makes a recommendation relative to eligibility in the special education category of emotional impairment.
- Participates in the Individual Educational Planning Team (IEPT) meeting to identify the amount of social work support a student may require and develops annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student.
- Provides social work services as described in the IEP related to specific goals and objectives and provides written evaluations on student progress.
- Conducts functional behavior assessments and writes behavior intervention plans in cooperation with IEPT members.
- Provides training for staff and assists staff in carrying out behavior intervention plans.
- Maintains appropriate confidential records for each student served.
- Develops and plans activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom.



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- Mentors social workers eligible for temporary approval as a school social worker during their first year of employment.
- Duties related to providing general social work services on a school-wide basis:
  - Provides pre-referral consultation to teachers and school leaders regarding students with behavior/adjustment issues and joins the child study team when students with behavior problems are referred for interventions.
  - Provides consultation to parents/guardians regarding family and community adjustment and utilization of community resources.
  - Assists teachers and provides training related to classroom management skills.
  - Serves as a liaison between the school and community service agencies.
  - Makes home visits for family consultation and evaluation.
  - Assists school teams in developing and carrying out crisis response plans.
  - Assists staff and parents in adjusting to crises/trauma.
  - Assists the school team in developing and implementing school-wide behavior intervention strategies.
  - Provides social skills training as part of school-wide behavior intervention strategies

### **Physical Requirements:**

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** School Psychologist at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

## Purpose:

The school psychologist will be an integral part of the Special Education team. The psychologist will facilitate learning and help promote cognitive, personal, and social development and well-being of all students on the caseload. The position will consist of working with students and consultation to parents, the psychologist will work collaboratively towards program development, and must be able to communicate effectively with students, parents, administrators, and colleagues.

## Education & Job Requirements:

- Master's Degree or Doctorate in Educational/School Psychology
- Entry level and new graduates are welcome to apply
- Must have Valid State License, Certification, Credentials
- Satisfactory criminal background check required

## Tasks:

- Participates in the Multi-Disciplinary Team meeting to review the results of a social work evaluation and makes a recommendation relative to eligibility.
- Participates in the Individual Educational Planning Team (IEPT) meetings.
- Provide school psychological services to any pupil.
- Collaborate with staff in planning educational intervention, curriculum, behavioral management, and teaching strategies.
- Consult, counsel, and collaborate with pupils, parents, school personnel, and appropriate outside personnel regarding mental health, behavioral, and educational concerns utilizing psychological principles.
- Provide psychological evaluation for pupils referred as candidates for special education programs and provide reports to the appropriate educational authority.
- Perform systematic direct observations of pupils.
- Administer tests which may include intelligence, achievement, personality, adaptive behavior, and perceptual-motor tests.
- Interpret the psychological and other diagnostic data for professionals, parents, pupils, and appropriate others.



## GLOBAL EDUCATIONAL EXCELLENCE

- Collaborate in program planning and evaluation services for decision-making purposes.
- Other duties

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**Position:** GSRP Lead Teacher at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Preschool Director

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** Health, Dental, Vision, Supplemental insurance options and 401k retirement plan.

### Purpose:

The Great Start Readiness Program (GSRP) Teacher is responsible for all aspects of planning, assessing, and instructing 4-year olds, based on the needs of each child, and the requirements of the GSRP grant. The teacher is also responsible for maintaining program quality and documentation as outlined in the GSRP implementation Manual, Preschool Program Quality Assessment (PQA), and State/DHHS licensing guidelines.

### Education & Job Requirements:

- Valid Michigan teaching certificate with early childhood (ZA or ZS) endorsement or Bachelor's degree in early childhood.
- Satisfactory criminal background check required
- Certification in CPR and first Aid.

### Tasks:

### Preferred Qualifications:

- Teaching experience with early childhood/ preschool children, particularly with at-risk children.
  - Training and experience with research-based preschool curricula with knowledge of early childhood standards of Quality for Pre-K (ECSQ-PK).
  - Certification in CPR and First Aid
  - Knowledge of current research on early childhood literacy
  - Knowledge of the Preschool Program Quality Assessment (PQA) and its relationship to quality experiences for young children.
  - Skill in providing effective learning experiences that foster academic growth in a developmentally appropriate manner.
  - Work well with diverse families and engage parents as full partners in their child's learning
  - Ability to act as a resource person for families
  - Strong communication and interpersonal skills to effectively interact with students, parents, and teachers
- Monitor the development of each child's skill using the COR assessment tool.



## GLOBAL EDUCATIONAL EXCELLENCE

### Responsibilities:

- Implement developmentally-appropriate instruction for children using research-based curriculum
- Follow the daily schedule as outlines in the curriculum and GSRP guidelines
- Conduct screening and ongoing assessment of children and provide age-appropriate instructional support
- Meet with Early childhood specialist as needed to ensure quality programming and maintain a high-level PQA rating
- Attend staff meetings, workshops, and other scheduled program activities as requested
- Consider the associate teacher an essential member of the teaching team
- Collaborate with the associate teacher in planning, team meetings, troubleshooting, and decision making
- Empower the associate teacher to monitor behavior and support the educational process in the classroom
- Participate in home visits with associate teacher to partner with parents to meet the educational needs of their children
- Organize and maintain records for grant and licensing purposes
- Create and update anecdotal records for grant and licensing purposes
- Complete required progress reports and other paperwork
- Participate in district recruitment efforts, including open houses and round ups, and assist in student selection
- Maintain inventory of classroom equipment, materials, and supplies
- Schedule parent/family activities
- Develop newsletters and informational materials for families
- Able to work Flexible hours as needed for family involvement activities, including homes visits, recruitment events, open house
- Perform other duties as assigned

### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** GSRP Associate Teacher at (Insert Academy) / Location: (City, State)

**FLSA Status:** Exempt / **Employment Type:** Part Time / **Reports To:** Preschool Director

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** Supplemental insurance and 401k retirement plan.

## Purpose:

The GSRP Associate Teacher is responsible for working as a team member in providing a quality educational program for preschool children in planning, assessing, instructing students, maintaining required records, following grant compliance and licensing guidelines under the supervision of the lead teacher.

## Education & Job Requirements:

- Associate's degree in early childhood education or child development or the equivalent; or a valid classroom CDA credential required.
- Satisfactory criminal background check required
- Certification in CPR and first Aid.

## Tasks:

### Preferred Qualifications:

- Experience in working with preschool children, particularly with at-risk children.
- Familiarity with research-based preschool curricula and preschool program quality assessment (PQA)
- Ability to be self-directed and take initiative when given a variety of task and responsibilities.
- Strong communication and interpersonal skills to effectively interact with students, parents, and teachers.
- Ability to work well with diverse families
- Ability to act as a resource person for families
- Outgoing, caring personality.

### Responsibilities:

- Work as a team member in providing a quality educational preschool program
- Assist in planning, implementing, and monitoring curriculum and assessment
- Assist in establishing parent involvement activities
- Assist in home visits
- Assist in all daily operations of the program
- Work with individual and small groups of students



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- Support children's emotional and social development, encouraging understanding of others and positive self-concepts
- Assist children with personal health care needs
- Work collaboratively and communicate with the classroom teachers to implement lessons plans, activities, and classroom tasks
- Assist lead teacher with monitoring behavior and supporting the educational process in the classroom
- Observe students' performance and record relevant data to assess progress
- Collect and document data regarding the student(s)
- Maintain accurate and complete student records
- Supervise students in classrooms, halls, cafeterias, and/or playground
- Participate in training and on-going professional development
- Monitor the development of each child's skill using COR assessment tool
- Inputting COR notes
- Able to work Flexible hours as needed for family involvement activities, including homes visits, recruitment events, open house
- Perform other duties as assigned

### **Physical Requirements:**

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**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Family and Community Engagement Coordinator at (Insert Academy) / Location: (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

## Purpose:

Coordinates, organizes and heads efforts to represent the Academy and GEE favorably in the community. Plans programs that promote good will and fosters relationships with community leaders for establishing and maintaining partnerships. Supports families of current and prospective students at the assigned Academy through programs and involvement opportunities. Potentially supervises the charitable contributions, including coordinating the approval process, screening requests for financial support, and directing the disbursement of funds. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.

## Education & Job Requirements:

- Bachelors' Degree in related field.
- Minimum of 2-3 years of experience in outreach, public relations, fundraising and program management.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required

## Tasks:

- Works in partnership with community organizations, corporate partners, GEE and academy staff to develop and implement programs that promote GEE, its academies and programs.
- Develops and promotes community relations opportunities that support the Academy, families and students.
- Represents the assigned academy at community meetings.
- Works with departments, GEE academies, community partners and family school organizations to develop community relations plans and promote new and ongoing initiatives.
- Works with community organizations, corporations, GEE, GEE Academies and community coalitions to develop programs, events and new initiatives that promote marketing and community relations objectives.
- Other duties as assigned

## Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.



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**Position:** Administrative Assistant / Office Support Staff at (Insert Academy) / Location: (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** The primary focus of the administrative assistant or office support staff is to perform secretarial and administrative functions for the Academy staff and community consistent with the goals and principles of the Academy.

## Education & Job Requirements:

- High School Diploma or GED, Associates Degree preferred.
- At least two years of experience as an administrative assistant, preferably in a school setting.
- Satisfactory criminal background check required

## Tasks:

State and Federal Requirements:

- Maintains Next K12 attendance and grades.
- Maintain the MSDS.
- Updates and monitors the CA-60s

Clerical:

- Primarily responsible for administrative office procedures and operations such as typing, bookkeeping, preparation of payroll, flow of correspondence, phone answering, filing, copying, requisition of supplies and other clerical services.
- Evaluates office procedures, revises procedures or devises material to improve efficiency of work flow; submits suggestions for improvements to Principal.
- Performs such duties as may be necessary to insure the safe and efficient operation of the Academy.

Miscellaneous:

- Implements school communications with parents through mailings, newsletters, etc.
- Contacts parents by 9:00am if their student is unexcused absent for that school day.
- Performs such other duties as may be assigned by the Principal or the Academy Board.
- Performs other duties as may be assigned.



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**Position:** Kitchen Aide at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Performs responsibilities for preparing and serving food to pupils and the maintenance of the school kitchen and cafeteria.

## Education & Job Requirements:

- High school diploma or GED preferred.
- ServSafe Certification required.
- Compliance with all applicable laws related to food service and preparation in a school setting
- Satisfactory criminal background check required.

## Tasks:

### Cafeteria Food Service

- Prepares and serves meals available to students in the cafeteria (both breakfast and lunch).
- Cleans kitchen and dining facilities within the cafeteria.
- Assists in maintenance of necessary records and forms relating to governmental programs.

### Cafeteria Maintenance

- Maintains kitchen facilities and cafeteria, including minor maintenance and repairs. Notifies administration concerning need for other repairs or additions to kitchen and cafeteria.
- Informs administration regarding misuse or destruction of cafeteria property.
- Performs other duties as may be required.

## Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to heavy lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.



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**Position:** Custodian at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Maintains building, performing maintenance, minor repairs, and other related maintenance activities.

## Education & Job Requirements:

- High School Diploma or GED
- Satisfactory criminal background check required.

## Tasks:

- Informs administration regarding misuse or destruction of property.
- Notifies administration concerning need for repairs or additions to lighting, heating and ventilating equipment or other areas of the building or grounds.
- Attends meetings, in-service training, workshops, etc. for the purpose of gathering information required to perform job functions.
- Cleans assigned facilities and/or grounds (e.g. classrooms, offices, gym, restrooms, cafeteria, multipurpose rooms, pools, grounds, etc.) for the purpose of maintaining a sanitary, safe and attractive environment.
- Informs students and other site personnel for the purpose of providing information and direction regarding activities, safety issues and/or proper maintenance of facilities and equipment. Monitors activities in and around work areas (e.g. halls, multipurpose rooms, lunch room, restrooms, grounds, etc.) for the purpose of preventing injuries and ensuring site safety.
- Performs minor, job related, maintenance on custodial equipment, classroom furniture and fixtures (e.g. change vacuum cleaner belts, bags, etc.) for the purpose of ensuring proper functioning and usability of items.
- Performs summer maintenance (e.g. strip/wax floors, moves furniture, painting, etc.) for the purpose of completing and/or facilitating summer construction.
- Prepares site for daily operations (e.g. opening gates, raising flags, sweeping walkway, etc.) for the purpose of ensuring facilities are operational and hazard free.
- Replenishes classroom and rest room supplies (e.g. paper towels, soap, etc.) for the purpose of ensuring adequate quantities for daily use.
- Responds to immediate safety and/or operational concerns (e.g. facility damage, vandalism, alarms, etc.) for the purpose of taking appropriate action or notifying appropriate personnel for resolution.



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- Responds to inquiries from staff, students, parents, and/or visitors for the purpose of providing information, taking appropriate action and/or directing to appropriate personnel for resolution.
- Secures facilities and grounds (e.g. doors, gates, alarms, lights, etc.) for the purpose of minimizing property damage, equipment loss and/or potential liability.
- Supports District maintenance staff (e.g. grounds, trades, general maintenance, etc.) for the purpose of completing site custodial activities.
- Other duties as assigned

### **Physical Requirements:**

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** Bus Driver at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Performs responsibilities for picking up and dropping off pupils in a safe and responsible manner and in accordance with all applicable laws.

## Education & Job Requirements:

- High school diploma or GED preferred.
- Must have a commercial driver's license and any other permit required for the operation of a school bus.
- Minimum of two years of experience or training.
- Compliance with all requirements set forth by the MDE.
- Compliance with all applicable laws related to school bus drivers.
- Satisfactory criminal background check required.

## Tasks:

### Transportation

- Picks up students at the beginning of the day and drops off students at the end of the day.
- Transports classes to field trips and other school outings.

### Vehicle Maintenance

- Maintains school vehicles, performing routine maintenance. Responsible for fluids within vehicle.
- Informs administration regarding need for repairs or service.

### Miscellaneous

- Transports school supplies and audio-visual equipment as needed.
- Performs other duties as may be required.

## Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.



# GLOBAL EDUCATIONAL EXCELLENCE

*This document is intended to describe the general nature and level of the work performed by those assigned to this position. This is not an exhaustive list of all duties and responsibilities. Administration reserves the right to amend or change responsibilities to meet business and organizational needs as necessary.*



# GLOBAL EDUCATIONAL EXCELLENCE

## Employer Information

Global Educational Excellence

2455 S. Industrial Hwy.

Ann Arbor, MI 48104

[www.careers.gee-edu.com](http://www.careers.gee-edu.com)

**P:** 734.369.9500 / **F:** 734.369.9499 / **Email:** [hr@gee-edu.com](mailto:hr@gee-edu.com)

**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Hallway Monitor at (Insert Academy) / Location: (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Under the direction of the building administrators, the Hallway Monitor will be responsible to monitor students in the halls and grounds of the school.

## Education & Job Requirements:

- High school diploma or GED preferred.
- Must possess excellent written and verbal communication skills and proven organizational skills.
- Demonstrated successful communication skills with students, staff, parent and community.
- Proficient use of computers including knowledge and use of Microsoft Office products especially Excel.
- Satisfactory criminal background check required.

## Tasks:

- Assist administration in monitoring student behavior(s) and inappropriate conduct.
- Assist in the safety and security of the school by monitoring students and ensuring doors remain locked and secure.
- Ability to monitor students and positively impact their choices while making corrections to behavior and hallway/building student discipline issues.
- Work independently and cooperatively with administrators and teachers.
- Provides individual assistance with work assignments.
- Ability to plan and organize; good work habits.
- Perform other duties as assigned by administration.

## Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

*This document is intended to describe the general nature and level of the work performed by those assigned to this position. This is not an exhaustive list of all duties and responsibilities. Administration reserves the right to amend or change responsibilities to meet business and organizational needs as necessary.*

**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.

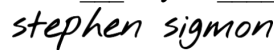
Date: June 23, 2022



\_\_\_\_\_  
Board President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Global Heights Acadmey Board of Directors at a properly noticed open meeting held on the 23 day of June, 2022 at which a quorum was present.



\_\_\_\_\_  
Board Vice President

<b>TITLE</b>	GHA Contract 7- 1 and 7-4-Revised
<b>FILE NAME</b>	7-1 (New 2018) (1).pdf and 1 other
<b>DOCUMENT ID</b>	f3a4bfd3770ed905d3bd706ebdf79eb3f095d5b6
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**06 / 28 / 2022**

16:17:20 UTC

Sent for signature to Hussein Mahmoud (mahmoudh1@gee-edu.com) and Stephen Sigmon (sigmons@gee-edu.com) from davillierh@gee-edu.com  
IP: 75.75.215.186



VIEWED

**06 / 28 / 2022**

16:22:11 UTC

Viewed by Hussein Mahmoud (mahmoudh1@gee-edu.com)  
IP: 50.201.149.65



SIGNED

**06 / 28 / 2022**

16:22:27 UTC

Signed by Hussein Mahmoud (mahmoudh1@gee-edu.com)  
IP: 50.201.149.65



VIEWED

**06 / 28 / 2022**

16:40:17 UTC

Viewed by Stephen Sigmon (sigmons@gee-edu.com)  
IP: 108.254.129.207



SIGNED

**06 / 28 / 2022**

16:41:13 UTC

Signed by Stephen Sigmon (sigmons@gee-edu.com)  
IP: 108.254.129.207



COMPLETED

**06 / 28 / 2022**

16:41:13 UTC

The document has been completed.

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## **ADMISSION OF STUDENTS**

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

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

- A. pupils who were enrolled in the Academy in the immediately preceding school year;
- B. siblings of enrolled students;
- C. children of a person who is employed by or at the Academy or who is on the Board of Directors of the Academy.

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 Educational Service Provider shall develop Administrative Procedures for the proper implementation of this policy.

Adopted 10/23/2012  
Revised 8/24/16; 6/27/18

# **Application and Enrollment Requirements**

## **Enrollment Limits**

The Academy will offer K through sixth grade. The maximum enrollment shall be 500 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

## **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. However, the Academy may not provide a preference to children of Board members or Academy employees.
- Academies shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

## **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on

the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.

- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the University Charter Schools Office.

### **Legal Notice**

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the University Charter Schools Office.
- At a minimum, the legal notice must include:
  - A. The process and/or location(s) for requesting and submitting applications.
  - B. The beginning date and the ending date of the application period (minimum of 15 days).
  - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

### **Re-enrolling Students**

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
  - A. The number of students who have re-enrolled per grade or grouping level.
  - B. The number of siblings seeking admission for the upcoming academic year per grade.
  - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
  - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

## **Random Selection Drawing**

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the University Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The University Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

**Global Educational Excellence Calendar 2022-2023**

**Notes**

July							August							September							October													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
					1	2			1	2	3	4	5	6						1	2	3							1					
3	4	5	6	7	8	9	7	8	9	10	11	12	13	2	4	5	6	7	8	9	10	6	2	3	4	5	8	7	8					
10	11	12	13	14	15	16	14	15	16	17	18	19	20	3	11	12	13	14	15	16	17	7	9	10	11	12	13	14	15					
17	18	19	20	21	22	23	21	22	23	24	25	26	27	4	18	19	20	21	22	23	24	8	16	17	18	19	20	21	22					
24	25	26	27	28	29	30	1	28	29	30	31	5	25	26	27	28	29	30	9	23	24	25	27	28	29									
31																					30	31												
												0	3							4	20							4	21					
November							December							January							February													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
		1	2	3	4	5						1	2	3	1	2	3	4	5	6	7					1	2	3	4					
10		7	8	9	10	11	12	15	4	5	6	7	8	9	10	18	8	9	10	11	12	13	14	22	5	6	7	8	9	10	11			
12	13	14	15	16	17	18	19	16	11	12	13	14	15	16	17	19	15	16	17	18	19	20	21	23	12	13	14	15	16	17	18			
13	20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	20	22	23	24	25	26	27	28	24	19	20	21	22	23	24	25			
14	27	28	29	30	25	26	27	28	29	30	31	21	29	30	31	25	26	27	28															
					4	18						3	16						3	16							3	17						
March							April							May							June													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
			1	2	3	4							1	33	1	2	3	4	5	6						1	2	3						
26	5	6	7	8	9	10	11	29	2	3	4	5	6	7	8	34	7	8	9	10	11	12	13	38	4	5	6	7	8	9	10			
27	12	13	14	15	16	17	18	30	9	10	11	12	13	14	15	35	14	15	16	17	18	19	20	39	11	12	13	14	15	16	17			
28	19	20	21	22	23	24	25	31	16	17	18	19	20	21	22	36	21	22	23	24	25	26	27		18	19	20	21	22	23	24			
	26	27	28	29	30	31	32	23	24	25	26	27	28	29	37	28	29	30	31		25	26	27	28	29	30								
					4	18							3	18						4	22							3	12					

August 18-19 New Staff Professional Development
August 22-26 All Staff Professional Development
September 2-5 Labor Day Break
November 4 End Quarter 1/Teacher Records Day PM
November 8 Election Day/Professional Development
November 10-11 Parent-Teacher Conferences
November 23-25 Thanksgiving Break
December 23 January 6 Winter Break
January 16 Martin Luther King Day
January 27 End Semester 1
February 1 Professional Development
February 6 - 20 Re-enrollment
February 17-20 Mid-Winter Break
February 21 - March 7 Open enrollment
March 27 - 31 Spring Break
April 7 Good Friday/End Quarter 3
April 13 - 14 Parent Teacher Conferences
April 21 Eid
May 29 Memorial Day
June 16 Last Day of School

Total Days	181	1150 Total Hours
Full Days	146	1,010 Hours
Early Release	35	140 Hours
Days Off	27	
Professional Days	9	

Global Educational Excellence GSRP Calendar 2022-2023																												Notes				
July							August							September							October											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
					1	2	7	8	9	10	11	12	13	2	4	5	6	7	8	9	10	6	2	3	4	5	8	7	8	August 18-19 New Staff Professional Development		
3	4	5	6	7	8	9	14	15	16	17	18	19	20	3	11	12	13	14	15	16	17	7	9	10	11	12	13	14	15	August 22-26 All Staff Professional Development		
10	11	12	13	14	15	16	21	22	23	24	25	26	27	4	18	19	20	21	22	23	24	8	16	17	18	19	20	21	22	August 29-31 Home Visits		
17	18	19	20	21	22	23	1	28	29	30	31	5	25	26	27	28	29	30	9	23	24	25	25	27	28	29	TBD WISD Conference					
24	25	26	27	28	29	30																30	31							September 1 Open House		
31																														September 2-5 Labor Day Break		
																														September 6 First Day of School & COR Time 1 Starts		
November							December							January							February											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
10			1	2	3	4	5	15	4	5	6	7	8	9	10	1	2	3	4	5	6	7	22	5	6	7	8	9	10	11	November 8 Election Day	
11	6	7	8	9	10	11	12	16	11	12	13	14	15	16	17	18	8	9	10	11	12	13	14	23	12	13	14	15	16	17	18	November 23-25 Thanksgiving Break
12	13	14	15	16	17	18	19	17	18	19	20	21	22	23	24	19	15	16	17	18	19	20	21	23	12	13	14	15	16	17	18	November 27 COR Time 1 Ends
13	20	21	22	23	24	25	26	25	26	27	28	29	30	31	20	22	23	24	25	26	27	28	24	19	20	21	22	23	24	25	November 28 COR Time 2 Starts	
14	27	28	29	30											21	29	30	31					25	26	27	28					December 2 P/T Conference Prep	
																															December 9 P/T Conference	
																															December 19-30 Winter Break	
March							April							May							June											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
			1	2	3	4	29	2	3	4	5	6	7	8	33	1	2	3	4	5	6	4	5	6	7	8	9	10	January 2 School Resumes			
26	5	6	7	8	9	10	11	30	9	10	11	12	13	14	15	34	7	8	9	10	11	12	13	11	12	13	14	15	16	17	January 16 Martin Luther King Day	
27	12	13	14	15	16	17	18	31	16	17	18	19	20	21	22	35	14	15	16	17	18	19	20	18	19	20	21	22	23	24	February 8 Professional Development	
28	19	20	21	22	23	24	25	32	23	24	25	26	27	28	29	36	21	22	23	24	25	26	27	25	26	27	28	29	30	February 17-20 Mid-Winter Break		
26	27	28	29	30	31										28	29	30	31											February 20 Presidents Day			
								30																						March 10 P/T Conference Prep		
																														March 12 COR Time 2 Ends		
																														March 13 COR Time 3 Starts		
																														March 17 P/T Conference		
																														March 24 P/T Conference		
																														March 27 - April 2 Spring Break		

**Global Heights  
Bell Schedule**

	M	T	W	R	F
<b>8:30 AM</b>	ELA	ELA	ELA	ELA	ELA
<b>9:15 AM</b>					
<b>10:00 AM</b>	Math	Project Lead The Way	Math	Project Lead The Way	Math
<b>10:45 AM</b>		Math		Math	
<b>11:30 AM</b>	Art/Music/PE		Art/Music/PE		Remediation/Acceleration
<b>12:15 PM</b>	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess
<b>1:00 PM</b>	Remediation/Acceleration	Remediation/Acceleration	Remediation/Acceleration	Remediation/Acceleration	Early Release Teacher Professional Development
<b>1:45 PM</b>	Art/Music/PE	Art/Music/PE	Art/Music/PE	Art/Music/PE	
<b>2:30 PM</b>	Arabic	Arabic	Arabic	Arabic	
<b>3:15 PM</b>	Science/Social Studies	Science/Social Studies	Science/Social Studies	Science/Social Studies	
<b>4:00 PM</b>	Dismissal	Dismissal	Dismissal	Dismissal	

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



**Global Heights Academy**  
**Mr. Shawn Robson, Principal**

---

Age/Grade range of pupils enrolled:

Global Heights will enroll grades K-8 beginning with K-6 during the 2022-2023 school year adding one grade per year after up to grade eight.

23713 Joy Road Dearborn Heights, MI 48127  
Phone : (313) 624-3400 Fax: (313) 624-3499

**SCHEDULE 7-8**

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

## PHYSICAL PLANT DESCRIPTION

The address and a description of the site and physical plant (the "Site") of Global Heights Academy (the "Academy") is as follows:

Address: 23713 Joy Road  
Dearborn, MI 48127

Description: This facility is a two story building with a basement level. The lower level contains the lunchroom, food preparation area, boys and girls locker rooms and restrooms, and a janitor's closet. The first floor houses a lobby, a large multipurpose room and stage/platform area, approximately 10 classrooms, two large offices, storage and janitor's rooms, and six restrooms. The second floor consists of 12 classrooms, four offices, a teachers' lounge, storage rooms, a janitor's closet and five restrooms. The total square footage of the facility is 53,525 square feet with the ground level consisting of 25,160 square feet; the lower level consisting of 7,740 square feet and the second level consisting of 20,625 square feet.

Configuration of Grade Levels: Grades Kindergarten through Eighth.

Name of School District and Intermediate School District:

Local: Dearborn Heights School District #7  
ISD: Wayne County ISD

## LEASE AGREEMENT

This Lease Agreement (the „Lease“) is entered into as of July 1, 2022, between **Global Vision Development, LLC**, a Michigan nonprofit/for profit corporation, with offices at ADDRESS, CITY, MI ZIP CODE („Lessor“), and **GLOBAL HEIGHTS ACADEMY**, a Michigan public school academy with offices at 23713 Joy Road, Dearborn Heights, MI 48217 („Lessee“), on the following terms and conditions.

- I. **Premises.** Lessor leases to Lessee, the portions of the land, building and related improvements at 23713 Joy Road, Dearborn Heights, MI 48217 designated in Exhibit A (the „Premises“), including all Common Areas identified on Exhibit A. The Premises shall be expanded or reduced as necessary to make sure the Lessee is in compliance with all requirements of the Grand Valley State University Board of Trustees („University Board“) and the conditions of the Charter Contract issued to Lessee by the University Board dated July 1, 2022 („Contract“).
2. **Term.** The initial term of this Lease shall commence effective as of July 1, 2022 (the „Commencement Date“) provided that the Lease is fully signed and Lessor has delivered exclusive possession of the Premises to Lessee, and shall run concurrent with the Contract and shall expire on the same date the Contract shall expire. Notwithstanding the foregoing, in the event that the Contract is terminated, suspended, revoked, or otherwise non-renewed for any reason, this Lease shall automatically terminate without further obligation or rights to either party hereunder.
3. **Rent.**
  - a. **Base Rent.** Lessee shall pay Lessor, on the first day of each and every month, in advance, a monthly payment of the lesser of either (a) 1/12th of ten percent (10%) of the per pupil state school aid foundational allowance for each student enrolled in Global Heights Academy, based on the State Board of Education counts, whenever they may be taken, or, (b) 1/12th of ten percent (10%) of the per pupil state school aid foundational allowance for four hundred (400) students enrolled in Global Heights Academy, based on the State Board of Education counts, whenever they may be taken („Base Rent“). Lessee shall provide Lessor with copies of the forms submitted to the State of Michigan regarding the student count within three (3) business days after such forms are submitted to the State of Michigan.
  - b. **Improvement Rent.** Lessee shall deposit into a segregated account, on the first day of each and every month, in advance, a monthly deposit of the lesser of either (a) 1/12th of two percent (2%) of the per pupil state school aid foundational allowance for each student enrolled in Global Heights Academy, based on the State Board of Education counts, whenever they may be taken, or, (b) 1/12th of two percent (2%) of the per pupil state school aid foundational allowance for four hundred (400) students enrolled in Global Heights Academy, based on the State Board of Education counts, whenever they may be taken („Improvement Rent“). Improvement Rent remaining unused at the end of Term shall be de-segregated and returned to Lessee.
  - c. **Additional Rent.** Lessee shall reimburse Lessor for real property taxes and assessments and insurance premiums for the Premises. On receiving any tax or insurance bill, Lessor shall give Lessee a notice and the calculation of the amount to be paid by Lessee. Lessee

shall pay Lessor the amount within 30 days of receipt of notice from Lessor. Lessee agrees to be responsible for payment of all of the utility services for the Premises, including water and sewer, gas, electricity, and other services delivered to the Premises. All other services contracted for by Lessee shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise. Landlord shall use commercially reasonable efforts to obtain an exemption for property taxes due to the Academy's use of the Premises as a school, and the Academy shall provide all reasonable assistance to Landlord in obtaining such exemption. Landlord shall apply for the exemption within thirty (30) days from the date of execution of this Lease.

4. **Personal Property Taxes.** Lessor shall pay all personal property taxes levied and assessed to the Lessor. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.
5. **Security Deposit.** Lessee shall not be required to pay a security deposit.
6. **Signs.** Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the building without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned, or delayed. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the building as a whole. Notwithstanding the foregoing, Lessor hereby consents to Lessee's placement of the signs attached on Exhibit B hereto on the Premises.
7. **Acceptance of Occupancy.** Lessee shall commence its occupancy of the Premises on the Commencement Date. Contingent upon Lessor's provision to Lessee of a Certificate of Occupancy issued in Lessee's name prior to the Commencement Date, and begin payment of rent as called for by this Lease. Lessee has inspected the Premises, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and, as of the Commencement Date, shall accept the Premises and common areas as is.
8. **Abandonment of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, to the extent permitted by law, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a reasonable monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be Additional Rent under this Lease and payable within ten (10) days after written notice to Lessee.
9. **Use.** The Premises are to be used and occupied by Lessee for any lawful use, including, without limitation, for the operation of a public school academy and other uses incidental thereto. No activity shall be conducted on the Premises that does not comply with state and local laws, ordinances, and regulations.
10. **Repairs and Maintenance.** Lessor shall be responsible for maintaining and repairing the roof, walls, foundation, structure, and windows (except for windows which are broken during the Term, which Lessee shall repair) mechanical systems (except for annual cleaning of furnace and HVAC systems), parking lot (except for clearing of snow and ice) and underground utilities. Lessee shall keep the Premises in the same order and repair, excluding normal wear and tear, as

received from Lessor except for the aforesaid obligations of the Lessor. Lessee shall keep the Premises utilized by Lessee in good repair, as reasonably determined by Lessor. If Lessor shall determine that the Premises require any alteration or repair which is solely Lessee's responsibility under this Section, Lessor shall give written notice thereof to Lessee. If Lessee shall not within thirty (30) days thereafter provide Lessor with satisfactory evidence that it has contracted for timely completion of such alteration or repair, Lessor may elect to proceed therewith, in which event Lessee shall reimburse Lessor in the amount of the sale within ten (10) days after receipt of Lessor's invoice. All such invoices shall constitute Additional Rent under this Lease. Lessee shall have no responsibility for environmental remediation to cause the Premises to comply with law, which shall be Lessor's responsibility.

11. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.
12. **Entry and Inspection.** Lessee, its employees, agents and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, provided, however, that all such inspections shall be done with as little interference with Lessee's quiet enjoyment of the Premises as reasonably possible. Lessor further acknowledges and agrees that there may be certain parts of the Premises that are restricted areas and shall be inaccessible to Lessor. Notwithstanding the foregoing, Lessee agrees to use its best efforts to accommodate Lessor's reasonable access to the Premises.
13. **Improvements:** Lessee shall make or pay using Improvement Rent for alterations to the Premises to bring it up to code, receive a Certificate of Occupancy, to improve its environmental condition, and/or to make it suitable for Lessee's use as a public school academy, including, but not limited to, any and all Michigan Department of Education, State Fire Marshall, and all other requirements ("**Improvements**"). Lessee shall contribute an amount not to exceed \$\_\_\_ to the Improvements necessary to bring the school up to code and/or make it suitable for Lessee's use as a public school academy (the "**cost of Improvements**"). Lessor shall reimburse Lessee up to and including \$100,000.00 for Cost of Improvements, with such reimbursement provided to Lessee through a corresponding reduction in Base Rent spread evenly across the term of this Lease. The Improvements described herein are meant to benefit Lessee; therefore if Lessor sells the Premises within seven (7) years from the Commencement Date ("**Improvement Rent Reimbursement Date**"). Lessor shall reimburse Lessee for its pro rata share of the Improvement Rent already paid Lessor, as calculated by counting the number of days remaining until the Improvement Rent Reimbursement Date divided by 2,557 (which number is the number of days in the seven year period) and multiplying that amount by the amount of the actual amount of Improvement Rent received by Lessor ("**Improvement Rent Reimbursement Calculation**"). If Lessee vacates the premises prior to the expiration of the Term, Lessor shall not have any obligation to make any reimbursement of the Improvement Rent received by Lessor.
14. **Alterations.** Lessee shall not make any structural alteration, additions, modifications of improvements to the Premises without the prior written consent of the Lessor, which consent may be granted or withheld in the sole and absolute discretion of Lessor. Lessee shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess

of \$10,000.00 to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

15. **Assignment and Subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.
16. **Trade Fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by Lessee at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition, normal wear and tear excepted.
17. **Lessee's Liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons (other than Lessor, its officers, agents, or employees) for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the Premises from any cause, except as may result from and be directly caused by the negligence or intentional conduct of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.
18. **Fire And Casualty, Partial Destruction Of Premises.** In the event of a partial destruction or damage of the Premises, which prevents the conducting of a normal business operation in the Premises by Lessee and which damage is reasonably repairable within thirty (30) days after its occurrence, this lease shall not terminate but the rent for the Premises shall abate during the time of such business interference. In the event of partial destruction, Lessor shall repair such damages within thirty (30) days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Lessor's reasonable control.
19. **Zoning.** Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Lessor, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Lessee is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next Section 20.
20. **Total Destruction Of Business Use.** In the event of a destruction or damage of the Premises including the parking area so that Lessee is not able to conduct its business on the premises and which damages cannot be repaired within thirty (30) days this Lease may be terminated at the option of either the Lessor or Lessee. Such termination in such event shall be effected by written notice of one party to the other, within five (5) days after such destruction. Lessee shall surrender possession within ten (10) days after such notice issues and each party shall be released from all future obligations hereunder, Lessee paying rental pro rata only to the date of

such destruction. In the event of such termination of this lease, Lessor at its option, may rebuild or not, according to its own wishes and needs.

21. **Condemnation.** If all or any material part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, the Lease Term shall, at the option of Lessor, end as of the date of the actual taking. If the Premises may not be reasonably used for the purpose contemplated by this Lease following any taking, Lessee may terminate this Lease by written notice to Lessor. In the event of a termination pursuant to this Section, Rent shall be prorated to the date of such taking. In the event of a condemnation, Lessor shall be entitled to the entire condemnation award, except that Lessee shall be entitled to receive any portion of the condemnation proceeds awarded for Lessee moving costs and related expenses, diminution in value of the leasehold interest, and reimbursement for the amount of Credit for Lessee's Work actually paid only.
22. **Indemnity.** Except as to gross negligence or willful misconduct of the other party, Lessor and Lessee ("**Indemnifying Party**") will protect, indemnify the other ("**Indemnified Party**") to the extent permitted by law without waiving any privileges or immunities and save harmless the Indemnified Party from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Indemnifying Party or any person claiming through or under the Indemnifying Party.
23. **Insurance.** Lessee covenants and agrees that it will at its own expense procure and maintain commercial, general liability insurance in a responsible company or companies authorized to do business in the State of Michigan, in an amount reasonably required by the Lessor, but in no event less than \$1,000,000.00 combined single limit per occurrence or such other amount as may be required by the Contract. Certificates or copies of said policy, naming the Lessor as an additional insured, and providing for thirty (30) days' notice to the Lessor before cancellation shall be delivered to the Lessor within ten ( 10) days from the Commencement Date.
24. **Environmental Matters.** Lessee shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances in violation of Environmental Laws. Except to the extent arising out of Lessee's breach of any Environmental Law, Lessor further covenants and agrees to indemnify, defend and hold harmless Lessee from and against any and all suits, liabilities, obligations, damages, penalties, claims, losses, charges, expenses and costs (including, but not limited to consultant fees and attorneys' fees) resulting from the presence of Hazardous Materials at, on, under or around the Premises or resulting from Hazardous Materials being generated, stored, disposed of, migrated to or from, or transported to, on, under or around the Premises or a breach of any Environmental Laws (in each case, whether occurring prior to, during, or after the Term of this Lease), including, without limitation, (i) the cost of removal of any and all Hazardous Materials from all or any portion of the Premises, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Premises into the air, any body of water, any other public domain or any surrounding areas, and (iii) any costs incurred to comply, in connection with all or any portion of the Premises with all applicable Environmental Laws. Lessor, at Lessor's cost, shall promptly remove any Hazardous Materials (other than Hazardous Materials introduced by Lessee) found in, on or about the Premises. Lessor shall provide to Lessee copies of any environmental reports

(including, without limitation, Phase I and Phase II audits) obtained by or on behalf of Lessor with respect to the Premises. **•Hazardous Materials•** shall mean: (i) any hazardous, toxic or radioactive substance, material, matter or waste regulated under an Environmental Law, including but not limited to formaldehyde, urea, asbestos, polychlorinated biphenyls, any petroleum product, petroleum derived products and/or its constituents or derivatives, any flammable or explosive materials; (ii) Hazardous Substances" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq., and (iii) the term "Chemical Substance" as defined in the Toxic Substance Control Act, as amended, 15 U.S.C. §260 I et seq., respectively. **"Environmental Laws"** means all federal, state and local laws, statutes, rules, orders, decrees, consent agreements, permits, authorizations, ordinances and codes that govern or pertain to the protection of health and the environment. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

25. **Defaults Of Lessee.** Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this Lease, this Lease may at the option of the Lessor be cancelled and forfeited, provided however that Lessor shall give Lessee a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. In the event Lessee is adjudicated as bankrupt or in the event of a judicial sale or other transfer of Lessee's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Lessor to Lessee, then and in any such events, Lessor may, at its option, immediately terminate this lease, and re-enter said premises, upon giving of ten (10) days' written notice by Lessor to Lessee, all to the extent permitted by applicable law. A waiver as to any default shall not constitute a waiver of any subsequent default or defaults. Acceptance of keys, advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor, and not as an agreement to terminate this Lease. Notwithstanding anything in this lease to the contrary, this Lease shall automatically terminate in the event of a termination and failure to replace the Contract.
26. **Right Of Either Party To Make Good Any Default Of The Other.** If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default. If Lessee cures the default of Lessor under this Section, all such payments made by Lessee shall be deducted from the Base Rent owed to Lessor in the subsequent month. If Lessor cures the default of Lessee hereunder, Lessee shall reimburse Lessor for all sums expended by Lessor.
27. **Subordination.** This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary Lessee's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination

agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed so long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation with respect to a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

## **28. Right to Purchase; Right of First Refusal**

(a) **Right to Purchase.** At any time during the term of this Lease before the last 60 days of the Term, if no Event of Default has occurred hereunder and is then continuing, Lessee may give notice of its election to purchase the Premises. The purchase price of the Premises shall be the Fair Market Value (as defined below) less the unamortized portion of the Cost of Improvements as calculated pursuant to the Improvement Rent Reimbursement Calculation. "Fair Market Value" shall mean the value as determined by an appraisal obtained by Lessor upon Lessee's request and conducted at Lessor's expense within the one (1) year period immediately preceding Lessee's exercise of its option; however, if Lessee elects to have its own appraisal conducted at Lessee's own expense, then the Fair Market Value shall be the average of the two appraised values. Lessee shall not request an appraisal hereunder more than one time in a 365 day period, and no more than three times during the Term. In any event, the closing on the purchase shall occur within one hundred eighty (180) days after Lessee exercises its option to purchase. Any appraisal obtained pursuant to this paragraph must be an "independent" appraisal, with "independent" meaning the person or entity conducting the appraisal may not have a prior business or familial relationship with either the Lessor, including Lessor's present or former managers, members, or employees, or Lessee, including Lessee's present or former directors or employees.

(b) **First Refusal to Purchase Option.** If Lessor at any time during the Lease Term before the end of the Term receives one or more bona fide offers from third parties to purchase the Premises (which may be contained in a nonbinding letter of intent), and if any such offer is acceptable to Lessor, then if an Event of Default has not occurred hereunder which is then continuing, Lessor agrees to notify Lessee in writing, giving the name and address of the offeror, and the price, terms and conditions of such offer, and Lessee shall have ten (10) business days from and after the giving of such notice from Lessor in which to elect to purchase the Premises for the consideration and on the terms contained in the bona fide offer. If Lessee does not elect to purchase the Premises and Lessor thereafter sells the Premises to the offeror (on price, terms and conditions set forth in such offer, as subsequently modified by Lessor and such offeror, provided that any adjustments to the purchase price shall not exceed 5% of the purchase price contained in the offer), the purchaser shall take the Premises, subject to and burdened with all the terms, provisions and conditions of this Lease, but free of this Section 28(b) which shall be of no further force and effect.

Notwithstanding any other provisions of this Lease, the provisions of this Section 28(b) shall not apply to (i) any sale of the Premises or any property of which the Premises are a part at foreclosure, and shall not be binding upon any purchaser at foreclosure, any mortgagee in possession, or any holder of a deed in lieu of foreclosure or the successors or assigns of any of the foregoing, (ii) any sale of the Premises by Lessor in connection with sale and leaseback financing, (iii) any sale or transfer of the Premises to a partnership, corporation, limited liability company or trust in which Lessor has an interest or which has an interest in Lessor; to the spouse or a relative of Lessor or to a trust for the benefit of a spouse or relative of Lessor; or any transfer without consideration.

29. **Notices.** Any notice required under this Lease shall be in writing and sent by certified mail-return receipt requested or by reputable overnight carrier, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.
30. **Handling of Lease Disputes.** Lessee shall designate a member of the Board to handle all lease disputes with Landlord, with the input and assistance of counsel retained by the Board.
31. **Lessee's Possession and Enjoyment.** Lessee, on payment of the rent, utilities and other expenses, at the time and in the manner stated above, and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.
32. **Holding Over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 125 percent of the then existing rental Base Rent, plus Additional Rent.
33. **Entire Agreement.** This Lease contains the entire agreement of the parties with respect to its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease.
34. **Waiver.** The failure of the Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.
35. **Binding Effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.
36. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.
37. **Commissions.** Lessee shall be responsible for its real estate brokerage commissions, if any, incurred in connection with this Lease.
38. **Effective Date.** This Lease shall be effective as of the date first stated above.

[Remainder of page intentionally left blank].

**Exhibit A**  
**Legal Description**

The following premises situated in the City of Dearborn Heights, County of Wayne, State of Michigan:

[Add Legal Description]

Commonly known as: 23713 Joy Road, Dearborn Heights, MI 48217.

**Exhibit B**  
**Signatures**

See attached.

DETROIT 41048-11421912v2

WHEREAS the parties hereby execute this Lease as of the day and year first written above.

LESSEE:

GLOBAL HEIGHTS ACADEMY

By:/s/ Hussein Mahmoud

Name: Hussein Mahmoud

Its: Board President

LESSOR:

A COMPANY TO BE FORMED

By:/s/ Mohamad Issa

Name: Mohamad Issa

Its: President

<b>TITLE</b>	GHA Lease Effective 7-1-22
<b>FILE NAME</b>	GHA New Lease 7-22.docx
<b>DOCUMENT ID</b>	a5a2422ca1455e97a1a513986fbaa88621750dad
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**06 / 27 / 2022**

20:11:06 UTC

Sent for signature to Hussein Mahmoud (mahmoudh1@gee-edu.com) and Mohamad Issa (mohamad@gee-edu.com) from davillierh@gee-edu.com  
IP: 75.75.215.186



VIEWED

**06 / 27 / 2022**

23:08:19 UTC

Viewed by Hussein Mahmoud (mahmoudh1@gee-edu.com)  
IP: 68.56.194.182



SIGNED

**06 / 27 / 2022**

23:09:16 UTC

Signed by Hussein Mahmoud (mahmoudh1@gee-edu.com)  
IP: 68.56.194.182



VIEWED

**06 / 28 / 2022**

13:24:45 UTC

Viewed by Mohamad Issa (mohamad@gee-edu.com)  
IP: 75.75.215.186



SIGNED

**06 / 28 / 2022**

13:24:54 UTC

Signed by Mohamad Issa (mohamad@gee-edu.com)  
IP: 75.75.215.186



COMPLETED

**06 / 28 / 2022**

13:24:54 UTC

The document has been completed.

**CORRECTED  
CERTIFICATE OF USE AND OCCUPANCY  
PERMANENT**

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

**Building Permit No. B022428  
Global Heights - 2<sup>nd</sup> Floor Gym and Common Area  
23713 Joy Road  
Dearborn Heights, Michigan  
Wayne County**

**The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.**

**THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.**



**Larry Lehman, Chief  
Charles E. Curtis, Assistant Chief  
Building Division**

**May 18, 2010**