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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

**GERALD DAWKINS ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
GERALD DAWKINS ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2023**

GENERAL INDEX

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Gerald Dawkins Academy (the “Academy”), to be effective July 1, 2023, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Fifth (K-5) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

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

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

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

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Gerald Dawkins Academy
1050 Fisk Road SE
Grand Rapids, MI 49507

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, 2023, and shall remain in full force and effect for seven (7) years until June 30, 2030, unless sooner revoked or terminated according to the terms hereof.

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

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


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

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

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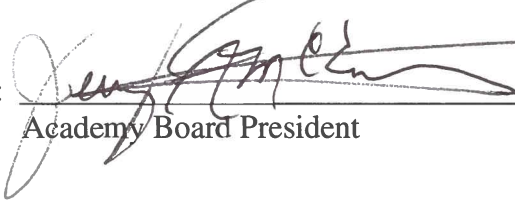
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

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.

GERALD DAWKINS ACADEMY

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JUNE 24, 2022:

Authorization of Gerald Dawkins Academy, Grand Rapids (7 years)

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Gerald Dawkins Academy (“Academy”), located at 1050 Fisk Road SE, Grand Rapids, MI 49507, submitted under Section 502 of the Revised School Code, meets the Board of Trustees’ requirements and the requirements of applicable law, is therefore approved;

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

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

TBD	1 year term expiring June 30, 2023
TBD	2 year term expiring June 30, 2024
Andrea Smith	2 year term expiring June 30, 2024
Brian Cloyd	3 year term expiring June 30, 2025
Jerry Bishop	3 year term expiring June 30, 2025

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 28th day of June 2022.

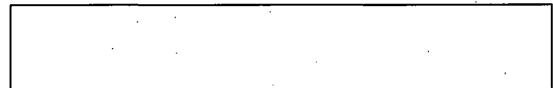

Matthew E. McLogan, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received NOV 23 2022	(FOR BUREAU USE ONLY) FILING NO: 1 25205965-2 11/23/22 Chk#: 9004 Amt: \$20.00 ID: MCNEIL AND ASSOCIATES PC 11/23/22 CK# 9004 \$100⁰⁰ PSA FILED NOV 23 2022 ADMINISTRATOR CORPORATIONS DIVISION EFFECTIVE DATE:	
	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 Douglas J. McNeil		
Address 250 Washington Avenue		
City Grand Haven	State Michigan	Zip Code 49417

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: Gerald Dawkins 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.

JK

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:

Real Property: none
- b. The description and value of its personal property assets are:

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:
Douglas J. McNeil
2. The address of the registered office is:

250 Washington Avenue, Grand Haven, Michigan 49417
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above: N/A

ARTICLE V

The name and address of the incorporator is as follows:

Douglas J. McNeil
250 Washington Avenue
Grand Haven Michigan 49417

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)

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 director, except liability for any of the following:

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

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

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

ARTICLE XIII

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

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

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

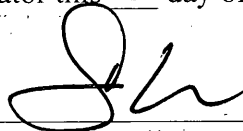
ARTICLE XIV

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

ARTICLE XV

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

I, hereby sign my name as the incorporator this 22 day of November 2022.

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

Douglas J. McNeil

SCHEDULE 3

BYLAWS

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BYLAWS
OF
GERALD DAWKINS ACADEMY

ARTICLE I

NAME

This organization shall be called Gerald Dawkins 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 250 Washington Avenue, Grand Haven, Michigan 49417. The registered agent is Douglas J. McNeil.

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 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.

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 Gerald Dawkins Academy ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

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

Date: November 16, 2022

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IDLWCW

SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2023 – June 30, 2024**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 3	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
July 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2022-2023.	CSO
July 3	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2022-2023.	CSO
July 3	Copy of Notice of Public Hearing for Annual Operating Budget for 2022-2023.	CSO
July 3	Budgeted Enrollment Number for 2023-2024.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2022-2023 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2023-2024. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2023-2024.	CSO
August 3	Board Designated Legal Counsel for 2023-2024.	CSO
August 3	School Safety Liaison for 2023-2024.	CSO
August 16	Special Education Procedures (new schools only or if updated)	CSO
August 30	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 7	Final Progress on Education Goals for 2022-2023, per Section 98b.	CSO
September 7	GVSU Check Directions (Where do we send checks for the 2023-2024 year?).	CSO
September 7	Updated Waitlist Number for 2023-2024.	CSO
September 7	Board approved Student Handbook 2023-2024.	CSO
September 7	Board adopted Employee Handbook 2023-2024.	CSO
September 7	Copy of School Improvement Plan covering 2023-2024 academic year.	CSO
September 7	School Contacts Update Certification.	CSO
September 15	Education Goals, per Section 98b.	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 2023.	CSO
October 5	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information- new schools only).	CSO
October 12	Unaudited Count Day Submission.	CSO
October 12	Criminal History Record Registration- New Schools.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2023 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 12	National Student Clearinghouse information- high schools only (see Epicenter task)	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2023. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2023, 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, 2023, 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 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 15	Transparency Page Update Certification.	CSO
January 12	Staff Roster (GVSU Format).	CSO
January 12	School Contacts Update Certification.	CSO
January 12	Statewide Safety Information Policy	CSO
January 30	2 nd 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 mischool.net for the updated templates, or find them in the Epicenter Task.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 8	Unaudited Winter Count Day Submission.	CSO
February 28	Interim progress on Education Goals, per Section 98b.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2023-2024. Must include board approved offered seat schedule.	CSO
May 15	Offered Seat Schedule per Grade	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 3	Certificate of Boiler Inspection covering 2023-2024.	CSO
June 3	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
June 14	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024.	CSO
June 27	2023-2024 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, 2023 – 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 2022-2023 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
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, 2023 – 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 www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO

Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO
Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308	CSO
Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 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	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
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
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 11.23(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”

MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as effective as of the 1st day of July 2023, by and between the **Center for Sound Literacy**, a Michigan non-profit corporation (“CSL”), and **Gerald Dawkins Academy** (“Academy”), a body corporate and Michigan public school academy.

RECITALS

The Academy is a charter school, organized as a public school academy under the revised Michigan School Code (the “Code”). The Academy has been granted a contract (the “Contract”) by the Grand Valley State University (“GVSU”) Board of Trustees to organize and operate a public school academy, with GVSU as the authorizing body.

The management of CSL was instrumental in the creation of the Academy, having incorporated the Academy, recruited its initial Board of Directors (the “Board”), prepared the application with GVSU for the Contract (the “Application”), and prepared the curriculum and related documents submitted with the Application and essential for the operation of the Academy.

The Academy and CSL desire to create an enduring educational partnership, whereby the Academy and CSL will work together to provide a comprehensive educational program for the “at risk” population which will predominantly be attending the Academy. Further, the Academy and CSL desire to work together to facilitate the operations of the Academy’s efficient use of the Academy’s financial resources.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

- A. Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The Academy further represents that it has been granted the Contract by GVSU to organize and operate a public school academy. The Academy is therefore authorized by the Code and GVSU to supervise and control such academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.
- B. Contract.** The Academy hereby contracts with CSL, to the extent permitted by law, to supervise the provision of all labor, materials, facilities, equipment and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals,

and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board of the Academy and included in the Contract between the Academy and GVSU. It is understood that the scope of services to be provided by CSL in accordance with this Agreement may be provided directly by CSL or indirectly through a subcontractor of CSL.

C. Designation of Agents. The Board designates the management and/or employees of CSL as having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act (“FERPA”).

D. Status of the Parties. CSL is a non-profit Michigan corporation, and is not a division of 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 CSL. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer – employee. Except as expressly provided in this Agreement, no agent or employee of CSL shall be deemed to be the agent or employee of the Academy. CSL shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between CSL and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between CSL and the Academy.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of July 1, 2023 and shall expire on June 30, 2024. This Agreement may be renewed by the mutual consent of the parties if the current Contract between the Academy and GVSU is renewed or extended.

ARTICLE III

FUNCTIONS OF CSL

A. Responsibility. CSL shall be responsible and accountable to the Board for the administration, operation and performance of the Academy in accordance with the Contract. CSL’s responsibility is expressly limited by: (i) the budget of CSL and the Academy agree upon pursuant to the terms of this Agreement, and (ii) the availability of state funding to pay for said services. Neither CSL nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in the Academy budget.

B. Educational Program. CSL agrees to implement the educational goals and programs as incorporated in the Contract (the “Educational Program”). In the event CSL determines that it is necessary to modify the Educational Program, CSL shall inform the Board of the proposed changes and obtain board approval, and if required under the Contract, approval

of GVSU. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and CSL are interested in results and not in inflexible prescriptions. At the end of each academic semester, and otherwise as requested, CSL will provide the Board with updated reports on progress towards implementing each of the Academy's educational goals in the Educational Program.

C. Specific Functions. CSL shall be responsible for facilitating the management, operation, administration, accounting and education at the Academy. Such functions may be discharged directly by CSL, indirectly by a subcontractor of CSL, or by the Academy itself, and shall include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs.
2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI.
3. Operation and the installation of technology integral to the school design.
4. All aspects of the business administration of the Academy.
5. All aspects of the accounting operation, including general ledger management and financial reporting.
6. Food service, if any is provided, for the Academy.
7. Before and after school child care, if any is provided.
8. Any other function necessary or expedient for the administration of the Academy.

D. Purchases. Purchases made by CSL on behalf of the Academy with Academy monies including, but not limited to, instructional materials, supplies, and equipment will be the property of the Academy.

E. Subcontracts. CSL reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy. However, CSL shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

- F. Place of Performance.** CSL 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.
- G. CSL Office Space.** For the term of this Agreement, suitable office space shall be provided at the Academy for CSL personnel and subcontractors. The office space shall be used by CSL for CSL activities related to the Academy. The Academy shall also provide CSL, upon CSL's request, with an additional room to be used for activities related to the Academy. The Academy agrees that CSL may incur, on the Academy's behalf, office and rental expenses associated with off-site central management.
- H. Student Recruitment.** CSL and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.
- I. Due Process Hearings.** CSL shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Academy shall retain the right to provide due process as required by law.
- J. Legal Requirements.** CSL shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the Academy shall interpret state and local regulations liberally to give CSL flexibility and freedom to implement its educational and management programs.
- K. Rules & Procedures.** CSL shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy.
- L. School Year and School Day.** The school year and school day shall be as provided in the Contract submitted to and approved by GVSU. CSL reserves the right to modify the school year/day so long as State mandated days and hours of instruction are met.
- M. Pupil Performance Standards and Evaluation.** CSL shall implement pupil performance evaluations which permit evaluation of the education progress of each Academy student. CSL shall be responsible and accountable to the Board for the performance of students who attend the Academy. CSL will utilize assessment strategies acquired by the terms of the Contract. The Board and CSL will cooperate in good faith, to identify measures of school performance and goals for Academy students including, but not limited to, parent satisfaction.
- N. Services to Disabled Students and Special Education.** CSL shall provide special education services to students who attend the Academy in conformity with the requirements of state and federal law. CSL may subcontract as necessary and appropriate

for the provision of services to students whose special needs cannot be met within the Academy's program, subject to approval of the Academy Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.

- O. Compliance with Academy's Contract.** CSL 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 the GVSU Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- P. Unusual Events.** CSL agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder.
- Q. Student and Financial Records.** All student and financial information related to the Academy shall be available for inspection at the Academy or at CSL's central office upon reasonable request consistent with applicable federal and state laws. CSL will comply with state and federal law in particular the FERPA, in the keeping, access, or disclosure of any or all student records.
- R. Compliance with Section 503c.** On an annual basis, CSL 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.
- S. Compliance with Section 11.23 of GVSU Contract Terms and Conditions.** CSL 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.

ARTICLE IV

OBLIGATIONS OF THE BOARD

- A. Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of CSL including, but not limited to, CSL's recommendations concerning policies, rules, regulations and budgets. The Board's failure to adopt CSL's reasonable recommendations with respect to policies, rules and regulations to enable CSL to implement the school design as set forth in the Contract may, at CSL's option, be deemed a material breach of this Agreement by the Academy. The Board

shall retain the authority to make reasonable regulations in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management and operation of the Academy, including, without limitation, regulations relative to the conduct of the pupils while in attendance of the Academy or enroute to and from the Academy.

B. Assistance to CSL. The Board shall cooperate with CSL in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Board shall timely furnish CSL all documents and records necessary for CSL to properly perform its responsibilities under this agreement.

C. Unusual Events. The Board agrees to timely notify CSL of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect CSL in complying with its responsibilities hereunder.

D. CSL Office Space. For the term of this Agreement, suitable office space shall be provided at the Academy for CSL personnel and subcontractors. The office space shall be used by CSL for CSL activities related to the Academy. The Academy shall also provide CSL, upon CSL's request, with an additional room to be used for activities related to the Academy. The Academy agrees that CSL may incur, on the Academy's behalf, office and rental expenses associated with off-site central management.

E. Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy. The Board shall further retain the obligation, as provided in section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials and equipment.

F. Educational Consultant. The Board may retain at its own expense an educational consultant to review the operations of the Academy and the performance of CSL under this agreement. CSL shall cooperate with such consultant in the performance of his or her responsibilities to the Board. Notwithstanding anything contained elsewhere in this agreement, without Board authorization, CSL shall have no authority to select, evaluate, assign, supervise or control any consultant retained by the Board.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the Academy Board shall be deposited within three (3) business days with a financial institution acceptable to the Board and CSL. The Academy and CSL shall be named signatories on the account. CSL, as disbursement agent for the Board, is authorized to disburse funds from the account

on behalf of the Academy for the purposes and uses authorized pursuant to the terms of this Agreement. Except as specifically excluded by the terms of this Agreement, the term “Revenues” shall include all funds received by on or behalf of the Academy including, but not limited to;

- 1) State Aid Funds.
- 2) Special Education funding provided by Federal or State Governments to the Academy that is directly allocable to special education students in the Academy.
- 3) Gifted and talented funding provided by Federal and State Governments that is directly allocable to gifted and talented students in the Academy.
- 4) At-Risk funding provided by Federal and State Governments to the Academy that is directly allocable to at-risk students in the Academy.
- 5) Funding provided by Federal and State Governments to the Academy that is directly allocable to students in the Academy with limited English proficiency.
- 6) Federal and State grant sources, including Title 1, which is directly allocable to the Academy.
- 7) Grants and donations received by the Academy (except to the extent CSL is not required or involved in soliciting, administering, or managing such grants and/or donations).
- 8) Fees charged to students for extra services as and to the extent permitted by law.

(All of the above are hereinafter collectively referred to as the “Revenues”).

The Revenues shall be expended by CSL in accordance with the approved Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. Projected Budget. CSL shall provide the Board with an annual projected Budget (the “Budget”). The budget shall be submitted to the Board prior to June 30th for the following academic year.
2. Budget Detail. The Budget shall contain reasonable detail as requested by the Board. The Budget shall include all projected expenses and costs reasonably associated with operating the Academy and the CSL school program including, but not limited to, the projected cost of all services and education programs provided to the Academy, leasehold and other lease obligations incurred by the Academy, maintenance and repairs to Academy facilities and capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the Academy, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and other costs and expenses connected to operating the Academy.

3. Approval. The Budget shall be prepared by CSL and submitted to the Board for approval. The Budget may be amended from time to time as deemed necessary by CSL and the Board.
4. Expenditures. CSL shall not expend the Revenues in such a way as to deviate materially from the provisions of the Budget without Board approval (except where the deviation is less than the amount budgeted).

C. Fees.

1. Base Fee. In consideration for the services to be provided to the Academy by CSL, the base fee for the fiscal year of the Academy from July 1, 2023, through June 30, 2024, and for each fiscal year thereafter for the duration of the Agreement, the Academy shall pay CSL a base fee equivalent to Fifteen percent (15%) of all revenues, (as defined in Section A above) excluding other financing sources, (“Revenues”), received by the Academy and attributable to the fiscal year in question.

The base fee shall be considered compensation for services which are provided exclusively by the management and staff of CSL. These services shall specifically include fiscal guidance and consultation with the Academy board, administrative oversight of the Academy’s operations, including the review and evaluation of other educational services providers of the Academy, and guidance to the staff and administrators of the Academy to help assure that the mission of the Academy of serving the “at risk” student population is being fulfilled.

2. Additional Fees. The fees for services which are provided to the Academy pursuant to this Agreement by subcontractors or other service providers of CSL shall be invoiced to the Academy by CSL on a monthly basis, which fees and charges shall be itemized and passed-through to the Academy without any mark-up or up-charges as more specifically outline in the attached Schedule 1 which is part of this Agreement.

D. Availability of Funds. CSL shall only be required to perform its responsibilities upon this Agreement to the extent that the Academy has received and made available to CSL sufficient Revenues to make payments in accordance with the terms of the Budget.

E. Other Public School Academies. The Academy acknowledges that CSL may enter into similar management agreements with other public school academies. CSL shall maintain separate accounts for expenses incurred by or on behalf of the Academy and other Public School Academies, and shall only charge the Academy for expenses incurred by or on behalf of the Academy. If CSL incurs authorized reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation, then CSL shall allocate such expenses among all such academies, including the Academy, on a prorated basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

F. Financial Reporting. CSL shall provide the Board with:

- 1) The projected annual Budget as required by the terms of this Agreement.
- 2) Detailed statements of all Revenues received, and detailed statements of all direct expenditures for services and or expenses rendered or incurred to or on behalf of the Academy, whether incurred on-site or off-site, upon request.
- 3) Reports on Academy operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.
- 4) Other information on a periodic basis to enable the Board to monitor CSL's performance and the efficiency of its operation of the Academy, and to reconcile the Fee paid to CSL.

G. Access to Records. CSL shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of CSL, and shall retain all of these records for a period of five (5) years from the close of the fiscal year to which such records relate. CSL and the Academy shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Academy Board shall be responsible for reviewing and approving the annual Budget of the Academy as presented by CSL.

I. Annual Audit. The Academy Board shall select, retain, and pay for an annual audit in accordance with the Academy's authorizing documents and the School Aid Act.

J. Legal Counsel. The Academy board shall select, retain and pay for legal counsel and obtain legal services and consultation as necessary. The Academy's legal counsel shall assist in assuring that the operations of the Academy are compliant with all applicable laws and regulations.

K. Start-up Financing. CSL may provide start-up and organizational funds for the Academy, including funds for professional services, the development of a curriculum, technology systems and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing, equipping and rehabilitating the academy building as required by this Agreement. If CSL makes such advances, CSL shall be reimbursed from the Revenues as and when funds are available as determined by the mutual consent of the Academy board and CSL.

L. Other Financing. The Board may apply to CSL for financing from time to time. Any such financing shall be subject to written agreement between the parties as to terms, and may cover the cost of funds for the development and on-going operations of any and all aspects of the Academy's program. The Academy shall reimburse CSL for any such financing from state school aid payment and/or other revenue sources.

ARTICLE VI

PERSONNEL & TRAINING

- A. Personnel Responsibility.** CSL, in consultation with the Board, shall select qualified personnel to perform services at the Academy. Compensation of all employees will be paid in accordance with the budget referenced in Article V. For purposes of this agreement, compensation shall include salary, bonus (if applicable), fringe benefits, and state and federal tax withholdings. CSL shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law. If CSL executes contracts with administrative or teaching staff that have a term longer than one (1) year, the Board reserves the right to have the School Administrator or teacher placed elsewhere by CSL if the Board is reasonably dissatisfied with their respective performance at the end of the academic year.
- B. School Administrator.** The school administrator shall be accountable for the performance of the Academy. The duties of the school administrator shall be determined by CSL. CSL shall timely consult with the Board with respect to an actual or anticipated change in the individual CSL employs under this Agreement.
- C. Teachers.** CSL shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. CSL shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed by CSL for the Academy. Such teachers may, in the discretion of CSL, 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 managed or operated by CSL. Each teacher assigned or retained by the Academy shall hold a valid Michigan teaching certificate issued by the state board of education under the Code, to the extent required under the Code.
- D. Support Staff.** CSL shall determine the number and functions of support staff required for the operation of the Academy. CSL shall provide the Academy with qualified staff to efficiently operate the Academy's school in accordance with the Contract. The support staff may, in the discretion of CSL, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by CSL.
- E. Training.** CSL shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as CSL determines reasonable and necessary under the circumstances.
- F. Evaluation.** CSL shall conduct annual staff evaluations that are rigorous, transparent, and fair following both federal and state laws and guidelines.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination.

- 1. By CSL.** CSL may terminate this Agreement prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within 30 days after notice from CSL. A material breach includes, but is not limited to, CSL's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the Academy's loss or suspension of its Contract.
- 2. By Academy.** The Academy may terminate this Agreement prior to the end of the term specified in Article II in the event that CSL shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from CSL or from an educational consultant retained by the Board about matters concerning CSL's performance or the performance of the staff which are not adequately corrected or explained.
- 3. Revocation or Termination of Contract.** If the Academy's Contract issued by the GVSU Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties.

B. Renewal/Termination/Expiration

- 1. Removal of personal property.** Upon termination of this Agreement, equipment and other assets acquired with Academy Revenue and owned by the Academy shall remain the exclusive property of the Academy. Equipment leased by the Academy shall remain subject to the interest of the Lessor/Owner.
- 2. Future Advances/Out-of-Pocket Expenses.** Upon termination of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by CSL shall be immediately repaid by the Academy unless otherwise agreed in writing by CSL.

- C. Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, CSL shall provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

ARTICLE VIII

INDEMNIFICATION

A. Indemnification of GVSU. The parties acknowledge and agree that the GVSU Board of Trustees, GVSU 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 the GVSU Board of Trustees, GVSU 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 GVSU, which arise out of or are in any manner connected with the GVSU 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 GVSU 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 the GVSU Board of Trustees. The parties expressly acknowledge and agree that GVSU 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.

ARTICLE IX

INSURANCE

- A. Insurance Coverage.** CSL shall obtain, on behalf of the Academy, insurance in the amount required by the Academy's contract with GVSU. The Academy, CSL, and when necessary, GVSU will be named as insured. In addition, the Academy shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) with CSL listed as an additional insured. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by other party's insurer(s), to the extent reasonably practicable.
- B. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

- A. Academy Warranties and Representations.** The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. CSL Warranties and Representations. CSL warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. CSL will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Academy agrees to assist CSL in applying for such licenses and permits in obtaining such approvals and consents.

C. Mutual Warranties. The Academy and CSL 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 XI

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and CSL.

B. 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 CSL shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

C. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article VI if sufficient grounds exist as required by said Article VI.

D. Governing Law; Mediation; Arbitration.

1. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.

2. CSL and the Academy hereby agree to participate in facilitative mediation to resolve any dispute arising between parties pursuant to this Agreement which cannot otherwise be resolved in the ordinary course of business. The parties agree to utilize the services of a licensed Michigan attorney who is certified by the Better Business Bureau to act as the mediator and to participate in the mediation process in good faith as a condition precedent of initiating arbitration. Unless otherwise agreed by the parties, the mediation will be

confidential and the parties and the mediator will not disclose any information regarding the mediation process, contents or settlement terms, or outcome of the proceeding. All costs associated with the mediation procedure shall be borne equally by the Academy and CSL.

3. In the event that any dispute arising under this Agreement cannot be resolved through the facilitative mediation process outlined in the immediately preceding section, the parties shall be entitled to resolve the dispute through binding arbitration, utilizing the processes and procedures as determined by the American Arbitration Association (AAA). Any arbitration procedure shall take place in Grand Rapids, Michigan, utilizing the services of one arbitrator selected in accordance with the rules of the AAA. The costs associated with such arbitration shall be borne equally by the Academy and CSL. Any decision rendered through the arbitration process shall be considered final and binding upon the parties, may not be appealed, and may be enforced by any court of competent jurisdiction.

D. Agreement in Entirety. This Agreement (including Attachments) constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark, if sent by certified or registered mail, or by electronic mail. The address of the parties hereto for the purposes aforesaid shall be:

THE ACADEMY: Gerald Dawkins Academy
1050 Fisk Rd.
Grand Rapids, MI 49507

with a copy to:
Jerry McComb, Board President
Gerald Dawkins Academy
Email
jfmccomb6933@comcast.net

CSL: Center for Sound Literacy
Attn: David King
4152 E Paris
Kentwood, MI 49512
Telephone: (616) 389-5802
dking@centerforsoundliteracy.org

F. Assignment. CSL may assign this Agreement with the consent of the Academy Board.

- G. Amendment.** This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Academy's School Board and an authorized officer of CSL.
- H. Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- I. Cost and Expenses.** If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.
- J. Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to CSL powers or authority of the Board which are not subject to delegation by the Board under Michigan law.
- K. Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.

IN WITNESS WHEREOF, the undersigned have executed this Agreement

Date: 12/13/22, 2022

Date: 12-13-, 2022

Center for Sound Literacy

By: _____
Its President

Gerald Dawkins Academy

By: _____
Its President

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: 12-13-2022

Jerry F. M. Comb
Board President Vice President Signature

Secretary's Certification:

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

Andrew Smith
Board Secretary

SCHEDULE 7-2

CURRICULUM

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

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 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

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

Job Description for Gerald Dawkins Academy

Title: Principal
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Board of Directors

Job Summary

The Principal provides leadership for all aspects of the day-to-day operations of the School while serving as a centralizing leadership figure within the school and the local community. S/he maintains and develops a coherent system of curriculum, instruction and assessment through collaboration that promotes the mission and vision of the school. While working closely with, and reporting directly to, the Board of Directors (“Board”), the Principal will tend to the issues that concern the school as a whole and will facilitate communication/build consensus among the teachers, staff, families and Board. The principal is responsible for ensuring compliance with state and authorizer policies and procedures. The Principal should have a larger vision for the future direction of the school while continuing to support and encourage the preservation of the schools mission and vision.

Duties and Responsibilities

- Maintain a safe, orderly environment for adults and children
- Authorize expenditures within budget
- Attend, arrange for and prepare for meetings with the Board
- Maintain requirements of Codes for present facilities
- Represent and interpret school program to the community
- Foster a cohesive, clear vision for teaching and learning that aligns all aspects of the school academic program—curriculum, instruction, assessment, policy, equity, and culture—to student learning and social achievement.
- Engage the school community in creating a rigorous academic program and positive school culture that raises student achievement by all measures.
- Work to make the school a community asset that provides wrap-around services and extra-curricular activities for students and families.
- Create systems and processes to recruit, attract, and retain high quality staff.

- **Instructional Leadership**
 - Assume responsibility for increasing student achievement by infusing traditional and progressive teaching strategies best suited for each individual student
 - Meet individually with faculty/staff on an ongoing basis to go over data and teaching practices
 - Research, develop, and present best practices in effective leadership
 - Monitor and attend teacher meetings
 - Collaboratively establish annual individual growth and development goals for staff, teachers, and students.
 - Model learning and disciplining behavior

- Help provide resources for the teaching staff with collaboration of team
 - Create an annual and comprehensive schoolwide professional development plan with school leaders.
 - Evaluate with the staff their in-service training needs and find, or help plan for, training experiences to meet these needs
 - Provide resources to develop teacher's content knowledge and instructional skills aimed at schoolwide academic achievement.
 - Reinforce the implementation of best practices through continual observation, coaching, walkthroughs and evaluation processes.
 - Help facilitate communication between staff members, and between staff and parents
 - Participate in the interviewing and hiring of faculty and staff
- **Drive Communication and Development for Parents and Stakeholders**
 - Be available at scheduled times weekly for conferences, informal conversations, or phone calls with parents
 - Be available at for unscheduled talks with parents when needed. In these contacts, serve as a listener, a consultant, a trouble-shooter, or a communicator of school procedure or policy, as appropriate to the situation
 - Set tone that allows and encourages parent and stakeholders involvement in the school
 - Consults with parent groups and stakeholders about planned activities
 - Develop and maintain a parent handbook to acquaint parents with school program, procedures, policies, services, events, calendar, staff, etc
 - Develop school calendar for recommendation to the board
 - Makes final decision and contacts media for changes in daily hours of operations
- **Educational Community Responsibilities**
 - Research and stay informed about expectations of local public and private schools for children of various ages or grade levels
 - Be a resource for staff, parents, and Board about educational issues that are relevant to them
 - Maintain correspondence and other requirements of relationships with Grand Valley State University, Michigan Department of Education and other professional member organizations
 - Public Relations and Community Responsibilities
 - Serve as primary communicator and director of communications between the Board and staff and the Board and parent body
 - Be available for interviews at public relations events for the school
 - Oversight of advertising, update website and brochures
 - Prepare and release press releases to relevant local media in collaboration with school board

- **Program Responsibilities**

- Determine resources and techniques to determine whether program goals are being met
- Link school improvement plans with instructional priorities.
- Observe in each classroom and meet monthly with teaching teams
- Meet with teaching members to determine if the curriculum and instruction meets the needs of the students using relevant data points
- Determine professional development needs for Teachers and Assistants
- Prepare all reports for outside agencies, including the State of Michigan Department of Education and Department of Human Services
- Plan and provide on-site professional development education for teachers
- Plan and Implement Parent Development seminars and events
- Be responsible for teacher requests for days off; keep a log of teachers' attendance
- Use a national recognized teacher performance instrument approved by the Board.
- Identify and document on an annual basis teacher performance using anecdotal evidence and data.
- Oversee the delivery of special education services and maintain compliance with state and federal laws.
- Oversee the practice and implementation of required emergency procedures.
- Oversee the maintenance of school
- Serve as liaison to the charter authorizer for compliance and regulatory requirements.
- Comply with corporate business practices in the areas of payroll, expense reimbursement, budgeting, accounts payable and receivable.
- Attend local, state, and national workshops and conventions to keep current with regulatory affairs and best practices.

- **Admissions, Retention and Recruitment**

- Answer all inquiries and meet with parents as needed
- Maintain relationship with current families of enrolled students and recruit new students
- Maintain up to date information on classroom openings and full-time equivalents, financial reports, and projections
- Communicate with teachers regarding what is expected of them during Open Houses and school events
- Work with the teachers to assist them in managing behavior and/or challenging issues in the classroom
- Work with staff and faculty members to problem solve or to mediate disputes among co-workers
- Work along with staff to determining and implementing a plan to address a child who presents a special need, including meeting with the family and/or providing the family with resources needed to address the need, which may include a change in schools
- Work with staff to determine if any students should not be promoted to the next grade
- Any additional duties the Board members deems important for the general community and health of the school

Knowledge, Skills, and Abilities

- Strong advocate for charter school education
- Model behavior that fosters mutual respect, integrity, accountability, and commitment.
- Create rituals, traditions, and routines to build trust, support relationships, and foster a sense of schoolwide well-being.
- Previous experience working in a K-12 school required; some leadership experience preferred
- Robust leadership skills
- Address conflict productively, professionally, and proactively.
- Experience creating an organization and maintaining sustainability preferred
- Proven experience with staff supervision and budget management
- Ability/willingness to lead in fund development, including identification of financial sources and meeting with various representatives
- Highly self-motivated
- Strong written and verbal communication skills
- Appreciation for students with learning differences as well as for students from diverse family and socio-economic situations
- Experience with a wide variety of computer hardware & software

Credentials and Experience

- Bachelor's degree in Educational Leadership/Administration with emphasis preferred in curriculum, supervision, evaluation, educational leadership and related fields
- Masters Degree preferred
- Administrator/Principal certification and/or experience strongly recommended, or be eligible for Administrative Certification
- Prior classroom teaching experience preferred
- Business office and/or administrative experience
- Five plus years of experience working with children
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Candidate must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the ability to move from a seated position to a standing position promptly to respond to emergency situations

Job Description for Gerald Dawkins Academy

Title: School Secretary
Status: Full-Time Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Office Manager

Job Summary

School Secretary serves as a primary source of administrative support for the school and is the first line of contact for parents, staff, students, and visitors. As such, the administrative assistant provides front-desk administrative support at the school and helps respond to the needs and concerns of teachers, students, parents, and visitors.

Duties and Responsibilities

- Welcomes parents, students, staff and visitors to the school, provides information, as required by the principal, to those calling or visiting the school
- Addresses parent, student, staff, and visitor concerns with basic information
- Maintains confidentiality of parents, students, staff, and visitors
- Shares relevant information with principal in a timely manner
- Communicates relevant information to parents, students, and staff as required by Principal
- Primary person responsible for staffing the front desk, monitoring and ordering supplies, as requested by the principal, and handling all mailing requirements for the building
- Provides data entry and ensures accurate and timely student attendance records are maintained
- Helps maintain records and documents for school and district compliance
- Helps develop and maintain program schedules, calendars, and class rosters
- Assists staff with administrative questions
- Helps coordinates fundraising activities
- Displays pleasant, professional demeanor always
- Contributes to the development of a positive staff culture

Knowledge, Skills, Abilities, & Personal Traits

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

- Demonstrate the ability to relate positively
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation

- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control
 - Handle Pressure
 - Have a Positive affect with students and parents
 - Respond to parent/student inquiries
 - Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance
- Preferred previous school level experience

Physical Demands / Work Environment

- Work is primarily performed in a school office.
- Candidate must be able to lift up to 40 pounds
- Sit up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the ability to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Candidate will need to be flexible and be able to respond quickly and appropriately to changing situations
- Candidate will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children
- Work hours may vary to meet the needs of the children

Job Description for Gerald Dawkins Academy

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

Job Summary

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

Duties and Responsibilities

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

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

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

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

- Bachelor's degree in Elementary Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance
- Ability to utilize data to carefully and thoughtfully plan instruction tailored to each student on an ongoing basis
-

Physical Demands / Work Environment

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

Job Description for Gerald Dawkins Academy

Title: Special Education Teacher
Status: Part-Time or Full -time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

Works both individually and with other teaching staff to instruct academic subjects to students requiring remedial work or additional assistance using special-help programs to improve scholastic performance.

Duties and Responsibilities

- Teaches basic subjects such as reading and math, implementing lesson techniques designed for students needing additional supports
- Administers achievement tests and uses test results to discover level of various skills
- Expand content in the form of remediation, modification, and enrichment
- Implement student's IEPs and attend IEP conferences as needed
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction to adapt the curriculum to the needs of each student
- Uses a variety of instructional strategies, such as inquiry, group discussion, lecture, guided discovery, etc
- Translates lesson plans into learning experiences to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background to design instructional programs to meet individual needs
- Evaluates students' academic and social growth, keeps appropriate records, and prepares progress reports
- Tracks student contact time for appropriate reporting of Title I or 31A expenditures
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school, and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Grades student work and enters grades into an online grade book in a timely manner
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in

- assessing students' health, attitude, and learning problems
- Maintains order in classroom and on playground

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

- Follows policies and procedures

- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

- Bachelor's degree in Special Education or similar required
- One to two years related teaching experience
- Current Michigan Teaching Certification with Special Education designation
- Criminal Justice Fingerprint/Background Clearance
- Ability to utilize data to carefully and thoughtfully plan instruction tailored to each student on an ongoing basis

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Candidate must be able to lift up to 40 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Candidate will be faced with a variety of issues daily and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Job Description for Gerald Dawkins Academy

Title: Special Education Coordinator
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal
Term: School Year

Job Summary

As an integral part of a school's instructional leadership team, the special education coordinator is responsible for overseeing programs that provide educational assistance to children with mental, psychological, learning, behavioral, or physical disabilities.

Duties and Responsibilities

- Oversight of all things special education both explicitly stated and implicitly implied in the context of special education.
- Meet all monitoring requirements for special education at the state level using the IDEA rules and regulations and the MARSE rules and regulations for reference timelines and process involved in delivering special education program and services to students with disabilities.
- Continuous Improvement and Monitoring Workbook Coordinator.
- Manage all caseloads and schedules for resource room teachers, social worker, LRE aide.
- Coordination and implementation of all Initial Evaluations, Re-evaluations and all staff required to participate in that process.
- Medicaid Coordinator for the district.
- Assist with the evaluation of special education staff
- Participate and complete all count day requirements with appropriate administration and support staff.
- Manage and oversight to the Comprehensive Therapy Contract for accuracy and approve for payment to the finance department.
- Manage all special education files and rules in regard to the retention of those special education records

- Oversight of the behavior management and suspension and expulsion of students with disabilities with administration to ensure the district is following due process and using the discipline procedures created and in place for students with disabilities.
- Manage the special education budget and ensure staff have appropriate testing materials, protocols and materials as required by law.
- Participate and continue to grow and learn how to capture the most funding on the SE-4096 report with the finance director.
- Attend all monthly special education director meetings and all other special education meetings provided by Kent ISD
- Be an Ad Hoc member of the Child Study process as the special education representative only as needed to explain the special education process or to refer a student to testing for special education.
- Manage all the TINET/KISD reporting requirements for the district.
- Conduct small group Tier II interventions if available or scheduled.
- Lead the 504 processes for the district.
- Reporting all state discipline as it relates to special education
- Participate in the hiring of all special education positions.
- Contribute to any disciplinary actions or performance improvement plans

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

- Participates in meetings

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

- Bachelor's degree in Elementary Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance
- Ability to utilize data to carefully and thoughtfully plan instruction tailored to each student on an ongoing basis

Physical Demands / Work Environment

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

Title: Special Education Teacher
Status: Part-Time or Full -time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

Works both individually and with other teaching staff to instruct academic subjects to students requiring remedial work or additional assistance using special-help programs to improve scholastic performance.

Duties and Responsibilities

- Teaches basic subjects such as reading and math, implementing lesson techniques designed for students needing additional supports
- Administers achievement tests and uses test results to discover level of various skills
- Expand content in the form of remediation, modification, and enrichment
- Implement student's IEPs and attend IEP conferences as needed
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction to adapt the curriculum to the needs of each student
- Uses a variety of instructional strategies, such as inquiry, group discussion, lecture, guided discovery, etc
- Translates lesson plans into learning experiences to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background to design instructional programs to meet individual needs
- Evaluates students' academic and social growth, keeps appropriate records, and prepares progress reports
- Tracks student contact time for appropriate reporting of Title I or 31A expenditures
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school, and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Grades student work and enters grades into an online grade book in a timely manner
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing students' health, attitude, and learning problems
- Maintains order in classroom and on playground

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

- Follows policies and procedures

- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

- Bachelor's degree in Special Education or similar required
- One to two years related teaching experience
- Current Michigan Teaching Certification with Special Education designation
- Criminal Justice Fingerprint/Background Clearance
- Ability to utilize data to carefully and thoughtfully plan instruction tailored to each student on an ongoing basis

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Candidate must be able to lift up to 40 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Candidate will be faced with a variety of issues daily and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Job Description for Gerald Dawkins Academy

Title: Paraprofessional
Status: Full-Time or Part-time / Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

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

Duties and Responsibilities

- Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts
- May act as substitute teacher when needed
- Provide support before, during, and after school supervision of students inside and outside the classrooms and building.
- Provide classroom support on an emergency or per-arranged basis.
- Communicate effectively with building personnel as part of a team.
- Have demonstrated ability to create a learning environment that stimulates participation and creativity.
- Monitors and supervises students during lunch periods
- Always maintains and supports the school culture
- Enforces safety, appropriate behavior standards and lunchroom policies

Knowledge, Skills, Abilities, & Personal Traits

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

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

- Be Dependable
- Show Emotional Control
- Handle Pressure
- Have a Positive affect with students and parents
- Respond to parent/student inquiries

Credentials and Experience

- Associate Degree in educational focus area preferred
- Bachelor's degree preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trip.
- Candidate must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the ability to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Candidate will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Job Description for Gerald Dawkins Academy

Title: Intensive Literacy Instructor
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

The Intensive Literacy Instructor is a highly qualified teacher responsible for the literacy instruction of 1st – 5th-grade students in small groups to address specific skills/concepts that require reinforcement, as well as to provide students with grade-level reading instruction.

Duties and Responsibilities

- Collaborate with literacy consultant and classroom teachers to identify student weaknesses and prepare multiple differentiated lessons to achieve growth in those areas.
- Effectively collect, analyze, and interpret student data on a regular basis to inform daily lessons.
- Present lessons and/or interventions to students individually and in small groups.
- Think outside of the box to develop and deliver differentiated instruction, as a step-by-step curriculum is not followed.
- Prepare and carefully implement instructional plans based on each student's needs. These plans will need to be highly differentiated and reflective of daily reading behaviors while containing a combination of grade-level content and intentional interventions.
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Foster and maintain relationships with potentially high-risk students who may possess behavioral challenges.
- Counsel and confer with parents, school, and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Enhance course content in the form of remediation, modification, and enrichment
- Grade student work and enter grades into an online grade book in a timely manner
- Evaluates students' academic and social growth, keeps appropriate records, including attendance, and prepares progress reports
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing students' health, attitude, and learning problems

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Student Focus & Management

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

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

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

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

Planning/Organizing

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

Safety and Security

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

Credentials and Experience

- Bachelor's degree in Elementary Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance
- Ability to utilize data to carefully and thoughtfully plan instruction tailored to each student on an ongoing basis
- Abilities to take initiative and work independently.
- Knowledge of reading, writing, and literacy development, as well as an instinctual ability to provide students with literacy instruction. Willingness to grow and develop a deep literacy knowledge both on your own and under the direction of a foundation literacy consultant.

Physical Demands / Work Environment

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

Job Description for Gerald Dawkins Academy

Title: Climate and Culture Coach
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

The Climate and Culture Coach provides leadership for the implementation of the PBIS/RTI model. This includes coordination with district and school staff, formal training, meeting facilitation, partnership in leading school-based initiatives and interventions and guidance needed to implement all components of the PBIS/RTI model to ensure a comprehensive equitable behavior support system.

Duties and Responsibilities

- Oversee various aspects of school climate and culture
- Implement and maintain positive behavior management systems
- Create structured school-wide systems and routines
- Provide classroom management trainings and support for teachers
- Host twice-monthly school-wide celebrations of student success
- Coordinate monthly PBIS student incentives
- Create individualized support plans for Tier 2 and Tier 3 students and hold small groups as needed
- Collaborate with colleagues to develop ongoing behavioral strategies
- Track all behavioral data and be able to report it out in a timely manner
- Develop partnerships with community arts organizations and seek funding opportunities
- Manage Climate and Culture Support team
- Manage and support Climate and Culture incentives/celebrations for staff
- Other duties as assigned

Knowledge, Skills, Abilities, & Personal Traits

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

Problem Solving

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

Analytical

- Synthesizes complex or diverse information
- Collects and researches data
- Uses intuition and experience to complement data
- Designs workflows and procedures

Oral Communication

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

Team Work

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

Written Communication

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

Change Management

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

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

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

Safety and Security

- Observes safety and security procedures

- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Education or similar required
- At least five years full time experience in elementary education preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Candidate must be able to lift 25 pounds
- Must be able to sustain a high level of energy
- Have the ability to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Candidate will be faced with a variety of issues daily and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Job Description for Gerald Dawkins Academy

Title: Food Service Manager
Status: Full-Time Exempt
Pay Range: Commensurate with Experience
Reports To: School Leader

Job Summary

Maintain food and equipment inventories and keep inventory records. Ensure customer service regarding food quality, service, or accommodations. Monitor food preparation to ensure that food is prepared and presented in an acceptable manner. Count money and make bank deposits, monitor financial transactions. Comply with state reporting needs. Schedule staff hours and assign duties.

Duties and Responsibilities

- Knowledge of methods, materials, equipment, and appliances used in food preparation
- Ability to manage personnel
- Effective planning and organizational skills
- Promote and maintain professionalism among staff
- Demonstrate good personal appearance and cleanliness in work habits
- Knowledgeable in commercial sanitation and safety practices

Knowledge, Skills, Abilities, & Personal Traits

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

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

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily split between an office and a lunchroom.
- Candidate must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the ability to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Candidate will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Candidate will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Job Description for Gerald Dawkins Academy

Title: Office manager
Status: Full-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

Perform clerical and secretarial duties. Provide information to parents and students to support personal and educational development of each student.

Duties and Responsibilities

- Perform receptionist duties: answer telephone, provide information to callers, take messages, forward phone calls as appropriate, greet visitors to building/guidance office and provide information or directions.
- Perform routine Word and Excel processing related to school functions.
- Compose, perform, and type routine correspondence and reports and update lists.
- Sort and distribute district mail and school mailings.
- Maintain accurate student records in the areas of attendance, which may include perfect attendance, excellent attendance, unexcused absences and tardiness. Assist in the maintenance of daily attendance (Power School)
- Maintain student records in Power School
- Contact parents regarding student absences.
- Assist in the supervision of students in the main office.
- Perform a variety of duties using various types of office equipment.
- Compile and complete necessary student information directories and attendance records and reports
- Compile, format and distribute announcements.
- Provide "nursing services" for students, as needed
- Assist parents, students and visitors as needed.
- Assist in compiling, maintaining, and distributing various work to be done at the beginning and end of the school year.
- Coordinates necessary test accommodations to ensure access for students in Special Education and students who are English Language Learners.
- Responsible for accuracy of all data during the pre-identification process through the data reconciliation process.
- Maintains, updates, and troubleshoots testing data.

- Ability to work both independently and cooperatively, exercise independent judgment and creativity, organize work, manage, prioritize and complete multiple complex projects with tight deadlines.
- Perform other duties as assigned.
- Assist with maintaining the school's social media accounts when needed
- Completes student reports to MDE, GVSU, Kent ISD, and Kent County in a timely manner
- Supervise Administration Assistant(s)

Knowledge, Skills, and Abilities

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

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

Credentials and Experience

- Associate or bachelor's degree in Administrative Services or similar preferred
- Criminal Justice Fingerprint/Background Clearance
- Experience with a variety of office computer & software products

- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

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

Job Description for Gerald Dawkins Academy

Title: Bus Driver
Status: Full-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Transportation Supervisor

Job Summary

Provides a safe transportation system in the best interest of all students. Interacts daily with students and serves as trusted transportation to and from school as well as additional school activities. Driver should be free of any traffic or criminal violations. Responsible for the following of the school district transportation system expectations in accordance with state law and policies. School bus drivers are responsible for keeping to a specific route schedule and ensuring passenger safety during transit.

Duties and Responsibilities

- Drives a school bus safely in accordance with time schedules for transporting students to and from their homes, a variety of school sites, and on field trips as assigned.
- Oversees the loading and unloading of students, releasing students to authorized individuals and assures that safety belts are fastened.
- Maintains order and proper discipline of passengers; resolves disputes, documents, and reports severe disciplinary cases.
- Conducts accident investigations.
- Assures maintenance of bus is in safe and clean operating condition; reports needed mechanical repairs, installs special safety belts, sweeps interior of the bus and washes windows daily, services the bus with gas and oil, and follows established security procedures.
- Establishes drop off and pickup order of assigned students; confers with parents, supervisors, and other staff regarding transportation needs, plots route on map, documents route, and adjusts route for new and/or dropped students.
- Directs routing and scheduling of buses and reviews bus stop locations for safety and efficiency.
- Monitors students with special health problems while on bus after receiving written or oral instruction and is aware and alert to any sign of difficulty following prescribed instructions and procedures.
- Responds to inquiries and concerns in a timely manner.
- Maintains a variety of records and reports including but not limited to mileage, routing, maintenance, and time schedules.
- Represents the school in a positive and professional manner.
- Attends meetings, programs, and in-service trainings as assigned.
- Sets high standards and expectations and promotes professional growth for self and others.
- Assists the other routes when breakdown or other unusual circumstances occur as assigned.
- Performs other duties and responsibilities assigned by the Principal.

Knowledge, Skills, and Abilities

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

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

Credentials and Experience

- High school diploma or equivalent.
- Valid Michigan Driver's License with excellent driving record
- Must possess or obtain, and then maintain CDL C or CDL B with S and no air brake restriction
- Valid certifications required by the Department of Transportation and Michigan Department of Education
- Criminal Justice Fingerprint/Background Clearance
- First Aid and CPR Certification
- Desired experience working in a school setting with school-age children

Physical Demands / Work Environment

- Must be able to sit approximately 75% of day
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the ability to move from a seated position to a standing position promptly to respond to emergency situations

- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment
- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

Job Description for Gerald Dawkins Academy

Title: Custodian
Status: Full-Time or Part-time / Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Principal or Director of Operations

Job Summary

Maintains school building(s) in a clean, sanitary, orderly, and attractive manner. Provides daily general cleaning services in the building and more intensive cleaning tasks at specified intervals as directed by the building administrator.

Duties and Responsibilities

- Cleans rooms, hallways, lobbies, lounges, rest rooms, corridors, elevators, stairways, and other work areas as appointed.
- Sweeps, mops, scrubs, and vacuums hallways, stairs, and office space.
- Sweeps, scrubs, waxes and polishes floors and hallways.
- Cleans and extracts rugs and carpets.
- Dusts furniture and equipment.
- Empties trash and garbage containers and transports to waste disposable area daily.
- Washes windows, door panels, sills, and general areas.
- Replenishes restroom supplies and cleans restrooms.
- Replenishes cleaning or general supplies to classrooms or rooms as requested.
- Maintains building, performing minor and routine repairs or activities.
- Notifies management concerning need for major repairs.
- Cleans and shovels snow and debris from sidewalks and designated areas. Salts sidewalks and designated areas during ice.
- Set up tables and chairs in auditoriums, rooms, or halls as designated.
- Attend to minor, unscheduled, cleanups or accidents as necessary.
- Bending, lifting and overhead work required.
- Attendance and punctuality to assignment required.
- Assists in other areas as directed by building Principal or supervisor.

Knowledge, Skills, Abilities, & Personal Traits

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

- Demonstrate the ability to relate joyfully to children
- Active listening skills
- Professional etiquette and demeanor
- Strong interpersonal skills
- Reliable transportation
- Ability to:

- Apply learning and training
- Work outside of regular schedule when required
- Connect with Children appropriately
- Deal with Uncertainty
- Support Diversity
- Be Dependable
- Show Emotional Control
- Handle Pressure
- Have a Positive affect with students and parents
- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the school environment.
- Candidate must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Both indoor and outdoor environment are typically found in a school setting. Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Candidate will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children and school activities

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.

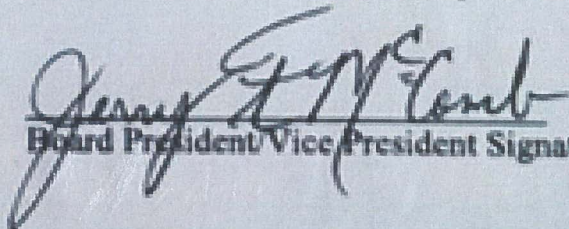
Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

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: 12-13-2022


Board President Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Dawkins Board of Directors at a properly noticed open meeting held on the 13th day of December, 2012, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

ACADEMY'S ADMISSION POLICIES AND CRITERIA

Gerald Dawkins Academy shall establish an application and enrollment period to admit students for the 2022- 2023 school year as provided for in this policy.

Offered Seats. The Academy shall make the following number of seats available for students during the 2023-2024 school year:

Grade Level	Offered Seats
Kindergarten	40
1 st Grade	40
2 nd Grade	20
3 rd Grade	20
TOTAL	120

Eligibility for Enrollment. Enrollment at Gerald Dawkins Academy is open to all Michigan residents. All Academy students are invited to re-enroll for the 2023-2024 school year in the appropriate grade if it is offered. An enrollment priority shall be granted to siblings of students currently enrolled at the Academy

Re-Enrollment Period. Parents and legal guardians will receive an *Intent to Return* form to confirm re-enrollment prior to the commencement of the application and enrollment period. The deadline for submission of this form is on Monday, February 28, 2024 at 5:00 p.m.

Open Enrollment Period. New students are invited to enroll in the Academy during the open enrollment period. The Academy's open enrollment period shall begin on Wednesday February 1 at 8:00 a.m. and shall end on Tuesday, March 15 at 5:00 p.m. New students are invited to apply at any time during this period.

Applications may be submitted:

At the school: Elementary school campus
1050 Fisk Rd SE
Grand Rapids, MI 49507

Admissions and Random Selection Process. If applications received for any grade during the Open Enrollment Period do not exceed the number of offered seats, all applicants within that grade level are accepted. Students who apply after the open enrollment period has ended will be admitted or placed on the official waiting list for openings that may occur during the school year in the order in which applications are received.

If the number of applications received for any grade level exceeds the number of offered seats, applicants will be selected by a random selection process to determine which applicants are admitted or placed on the official waiting list for openings that may occur during the school year. If needed, the random selection will be held.

Pursuant to applicable law, the charter contract, and the Academy board's policies, the random selection will be conducted in a manner that is open to parents, community members, and members of the public who would like to observe the process. The Academy shall notify all applicants of the results of the random selection.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

2023-2024 Gerald Dawkins Academy Staff Calendar

Month	Su	Mo	Tu	We	Th	Fr	Sa	Important Dates
June 2023	11	12	13	14	15	16	17	June 12, 13, 14, 15 – New Teacher Orientation
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	1	
July	2	3	4	5	6	7	8	July 6, 13, 20, 27 & 3 – PM Learning Labs (optional) July 11, 18, 20, 27 & 1 – AM Learning Labs (optional)
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
August	30	31	1	2	3	4	5	August 15, 16 & 17 – Professional Development August 21 – First Day of School September 1 & 4 – NO SCHOOL (Labor Day)
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31	1	2	
September	3	4	5	6	7	8	9	September 18 – Early Release @ 2:25 (Students) / Staff PLC (2:30-4:00)
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
October	1	2	3	4	5	6	7	October 2 – Staff Meeting (3:30-5:00) October 16 – Early Release @ 2:25 (Students) / Staff PLC (2:30-4:00) October 27 – Full Day PD (NO SCHOOL for students) November 6 – Early Release @ 2:25 (Students) / Staff Mtg. (2:30-4:00)
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31	1	2	3	4	
November	5	6	7	8	9	10	11	November 16 – Half Day (Students) / Conferences (12:30-4:00) November 20 – Staff PLC (3:30-5:00) November 21 – Conferences (4:00-6:00) November 22, 23 & 24 – NO SCHOOL (Thanksgiving)
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	1	2	
December	3	4	5	6	7	8	9	December 4 – Staff Meeting (3:30-5:00) December 11 – Early Release @ 2:25 (students) / Staff PLC (2:30-4:00) December 20 – January 2 – NO SCHOOL (Holiday Break)
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
	31	1	2	3	4	5	6	January 8 – Staff Meeting (3:30-5:00)

January 2024	7	8	9	10	11	12	13	January 15 – NO SCHOOL! (MLK Day)
	14	15	16	17	18	19	20	January 26 – Half Day (Students) / Staff PD (12:30-4:00)
	21	22	23	24	25	26	27	
	28	29	30	31	1	2	3	February 5 – Staff Meeting (3:30-5:00)
February	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	February 16 & 19 – NO SCHOOL (Mid-Winter Break)
	18	19	20	21	22	23	24	February 26 – Early Release @ 2:25 (Students) / Staff PLC (2:30-4:00)
	25	26	27	28	29	1	2	March 4 – Staff Meeting (3:30-5:00)
March	3	4	5	6	7	8	9	March 8 – Half Day (Students) / Staff PD (12:30-4:00)
	10	11	12	13	14	15	16	March 18 – Early Release @ 2:25 (Students) / Staff PLC (2:30-4:00)
	17	18	19	20	21	22	23	March 21 – Half Day (Students) / Conferences (12:30-4:00)
	24	25	26	27	28	29	30	March 26 – Conferences (4:00-6:00)
April	31	1	2	3	4	5	6	March 29 – April 5 – NO SCHOOL (Spring Break)
	7	8	9	10	11	12	13	April 8 – Staff Meeting (3:30-5:00)
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	April 22 – Early Release @ 2:25 (Students) / Staff PLC (2:30-4:00)
May	28	29	30	1	2	3	4	
	5	6	7	8	9	10	11	May 6 – Staff Meeting (3:30-5:00)
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	May 24 – Half Day (Students) / Staff PLC (12:30-2:00)
June	26	27	28	29	30	31	1	May 27 – NO SCHOOL (Memorial Day)
	2	3	4	5	6	7	8	June 6 – Last HALF Day of School (Students) / Staff PD (12:30-4:00)
	9	10	11	12	13	14	15	June 7 – Full Day for Records / Clean-up (Last Day for Staff)
School Hours (8:30-3:25) 6.15hrs/day							182 TOTAL School Days	
Early Release Hours (8:30-2:25) 5.15hrs/day							1,141.5 TOTAL Instructional Hours	
Half Day Hours (8:30-12:25) 3.15hrs/day								

Gerald Dawkins Academy 2023 K-3 Schedule (Including Intensive Intervention Schedule and Specials)

	Intensive Intervention Schedule
8:00	8:00-8:55 Planning
8:10	
8:20	
8:30	
8:40	
8:50	
9:00	9:00-10:40 1st Grade Groups
9:10	
9:20	
9:30	
9:40	
9:50	
10:00	
10:10	10:45-11:55 2nd Grade Groups
10:20	
10:30	
10:40	
10:50	
11:00	
11:10	
11:20	
11:30	
11:40	
11:50	
12:00	12:00-12:30 Lunch
12:10	
12:20	
12:30	12:35-1:15 2nd Grade Groups
12:40	
12:50	
1:00	
1:10	1:20-3:00 3rd Grade Groups
1:20	
1:30	
1:40	
1:50	
2:00	
2:10	
2:20	
2:30	
2:40	
2:50	
3:00	3:05-3:30 Planning
3:10	
3:20	
3:30	

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

Gerald Dawkins Academy enrolls grades K-3 in year one, to age-appropriate students, and will operate K-5 at full capacity.

SCHEDULE 7-8

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

SCHEDULE 7-8

Gerald Dawkins Academy is located at 1050 Fisk Rd SE, Grand Rapids, MI 49507 in a brick three story building. There is a playground, a multipurpose room, six classrooms, four intervention support rooms, a special education room and an office area.



CERTIFICATE OF USE & OCCUPANCY

2015 Michigan Building Code

Section 111

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

Building Permit #: BC-NEW-2023-0347

Address: 1050 FISK ST SE

Owner: LIFEQUEST URBAN OUTREACH CENTER
1050 FISK ST SE
GRAND RAPIDS, MI 49507

Parcel #: 41-14-32-382-017

Description of Work: Renovation of a portion of an existing school building to provide new K-5 use.

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

Building Official: Steve Devlaeminck

Use Group: E (305.1)

Sprinkler System: Equipped, NFPA 13

Occupant Load: 670

Building Type: 3B (602.3)

Approved by: Steve Devlaeminck

Steve Devlaeminck, Building Official

Date: 08/18/2023

LIFEQUEST URBAN OUTREACH CENTER
1050 FISK ST SE
GRAND RAPIDS, MI 49507

AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

BETWEEN

GERALD DAWKINS ACADEMY
(A PUBLIC SCHOOL ACADEMY)

AND

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated July 1, 2023, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES ("University Board") to GERALD DAWKINS ACADEMY ("Academy"), the parties agree to the following:

A. The following Contract Schedules are amended:

1. Amend Schedule 7-8, Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate, by replacing the current document with the document attached as Tab A.

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract.

GERALD DAWKINS ACADEMY

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 

Jerry McComb

By: 

Leah C. Breen

Its: Board President

Its: Authorized Designee

Date: Oct 1, 2024

Date: October 16, 2024

LEASE

THIS LEASE is made effective July 1, 2023 (the "Commencement Date") between the Center for Sound Literacy Foundation, a Michigan non-profit corporation, of 4152 East Paris Ave SE, Kentwood Michigan ("Landlord") and, the Gerald Dawkins Academy, a Michigan non-profit corporation ("Tenant").

RECITALS

A. Landlord owns real property and improvements located as set out on Exhibit A hereto (the "Premises").

B. Landlord wishes to let the Premises to Tenant and Tenant wishes to hire the Premises from Landlord according to the terms of this Lease.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for the consideration in and referred to by this Lease, the parties agree as follows:

1. Leased Premises; Term. Landlord hereby rents and leases to Tenant the Premises, subject to and together with all rights and responsibilities set out in the "Condominium Documents" now or hereafter governing the Premises. The term of this Lease (the "Term") commences on the Commencement Date and will terminate at midnight One (1) year thereafter, unless otherwise terminated or extended under the terms of this Lease. If Tenant continues to use the Property after expiration of the Term, Tenant shall become a tenant from month to month, at the rental and upon the same terms and conditions specified in this Lease.

2. Rent.

(a) Base Rent. Tenant will pay to Landlord rent of One Dollar (\$1.00) ("Base Rent") for its use of the Premises. Base Rent is payable in advance, on or before the first day of each year of the Term at Landlord's address indicated above or at another address as designated by Landlord in writing from time to time.

(b) Expense Net. This is a net Lease, and Tenant is solely responsible for minor repair such as glass breakage, water leaks at the point of use such as faucets and light bulb replacement and all costs pertaining to the use of the Premises.

3. Use of Premises. Subject to the provisions of the Condominium Documents, Tenant may use and occupy the Premises for any legal purpose not prohibited by this Lease. Tenant, at its sole expense, must keep and occupy the Premises and all permitted alterations made by Tenant to the Premises in compliance with all laws, ordinances, orders, and regulations affecting the Premises or its use or occupancy and the Condominium Documents.

4. Maintenance and Repair. Tenant, at its sole expense, must maintain the Premises in a good and clean operating condition and in accordance with the Condominium Documents and provide such window coverings as may be approved by Landlord. Other than provided by the preceding sentence, Landlord shall, and Tenant is not obligated to, pay all, costs of repair, maintenance, or replace any of the interior and exterior portions and components of the Premises, including the interior walls, ceiling, electrical, plumbing fixtures, heating and air conditioning system, exterior structure, and roof.

5. Alterations.

(a) Tenant may not make any material alterations, improvements, or additions to the Premises without Landlord's prior consent, which will not be unreasonably withheld, conditioned or delayed.

(b) All alterations, improvements, or additions to the Premises will, at the expiration of the Term or other termination of this Lease, become part of the Premises unless otherwise specified by Landlord in writing at the time the alterations, improvements, or additions are made.

6. Tenant's Property. Tenant is solely liable for the risk of theft or loss to any of its personal property or trade fixtures brought to or kept on the Premises.

7. Assignment and Subletting. Tenant may not, without Landlord's prior written consent, sublet the Premises; assign, pledge, or mortgage any interest in the Premises or this Lease; or permit any assignment of this Lease by operation of law or otherwise. No consent by Landlord to any such matters shall relieve Tenant from any obligations under this Lease or from obtaining Landlord's written consent to any further such matters.

8. Default.

(a) Events of Default By Tenant. The occurrence of any of the following constitutes a material default of this Lease (each a "Default");

(i) Tenant failing to pay any payment of Base Rent, or any other payment required to be made by Tenant when due and the continuation of such failure for 5 days after written notice is sent by Landlord to Tenant;

(ii) Tenant making any assignment of this Lease or subletting all or any part of the Premises, except as expressly permitted under this Lease;

(iii) Tenant failing to observe or perform any other provision of this Lease to be observed or performed by Tenant if such failure continues for 30 days after written notice is provided by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within such 30-day period, no default is deemed to exist if Tenant promptly commences the curing of the default within such 30-day period and diligently prosecutes the same to completion and achieves the same within a reasonable time after the

occurrence of such default. The 30-day notice is in lieu of, and not in addition to, any notice required under law; or

(iv) Tenant making any general assignment for the benefit of creditors; the filing by or against Tenant of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Tenant, the same is dismissed within 30 days after filing); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or Tenant's interest in this Lease or the Premises if possession is not restored to Tenant within 30 days; or the attachment, execution, or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises if such seizure is not discharged within 30 days.

(b) Landlord's Right To Terminate Upon Tenant Default. Upon any Default, Landlord has the right to terminate this Lease or to terminate Tenant's right to possession of the Premises without terminating this Lease. In either event, Landlord is entitled to receive from Tenant all unpaid Rent as of the time of such termination.

(c) Landlord's Right To Continue Lease Upon Tenant Default. Upon a Default or upon an abandonment of the Premises by Tenant, Landlord may enforce all of its rights and remedies under this Lease if Landlord elects not to terminate this Lease. If Landlord, at its sole discretion, elects to relet the Premises, the proceeds of such reletting will be applied as follows: first, to pay to Landlord all costs and expenses of such reletting (including, without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property from the Premises, securing new tenants, and preparing the Premises for a new tenant, including expenses for standard redecoration and alterations); second, to the payment of any amounts owed by Tenant to Landlord other than Rent due and unpaid; third, to the payment of Rent due by Tenant and unpaid; and fourth, the residue, if any, will be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable.

(d) Right of Landlord to Perform. Tenant must perform all covenants and agreements to be performed by Tenant under this Lease at Tenant's sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required under this Lease or fails to perform any other act required to be performed under this Lease, Landlord, after any required notice, may, but is not obligated to, make any payment or perform any such other act. Such payment or performance shall not waive or release Tenant from its obligations under this Lease. All sums so paid by Landlord and all necessary incidental costs, together with interest at 12% per annum from the date of such payment, are payable to Landlord, and Landlord has all rights and remedies upon nonpayment as provided by law and this Lease.

9. Expenses of Enforcement. The prevailing party of any action to enforce any provision of this Lease shall be entitled to its costs of enforcement, including attorneys' fees, court costs, and costs of appeal, from the other party.

10. Termination; Surrender of Possession. The Tenant may terminate the Lease, without cost or penalty to the Tenant, in the event that the Tenant is required to close the Tenant

site covered by this Lease (i) pursuant to a notice issued by the Michigan Department of Education 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. The Landlord shall have no recourse against the Tenant or Grand Valley State University, or its board, for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Landlord from receiving lease payments owned prior to site closure or reconstitution or relieve the Tenant from paying any costs or expenses owed under the Lease prior to site closure or reconstitution. Upon the expiration or termination of this Lease, whether by lapse of time, operation of law, or pursuant to the provisions of this Lease, Tenant must perform each of the following:

(a) Restore the Premises to the same condition as at the Commencement Date except for reasonable wear and tear, casualty damage for which insurance proceeds have been paid, alterations approved as provided by this Lease, and alterations not requiring Landlord's approval;

(b) Remove all of its personal property (including all signs, symbols, and trademarks pertaining to its business) from the Premises and repair any damage to the Premises caused by such removal; and.

(c) Surrender possession of the Premises to Landlord.

11. No Waiver. The failure of either party to enforce any covenant or condition of this Lease is not a waiver of the right to enforce each and every covenant and condition of this Lease. No provision of this Lease is waived unless such waiver is in writing and signed by the person against whom the waiver is claimed.

12. Damage or Destruction. Landlord shall be responsible for repairing all damages to the Premises resulting from a fire or other casualty with respect to the Premises. Tenant shall be responsible for repairing all damages to its property from a fire or other casualty with respect to the Premises. Landlord shall use all insurance proceeds resulting from such damage or destruction to the Premises to restore the Premises. During the period of such repairs and restorations, Base Rent will abate in proportion to the extent the Premises are unusable by Tenant until the repair or restoration is complete. Notwithstanding the foregoing, if the Premises are rendered substantially untenable by fire or other cause, then either Landlord or Tenant may, within thirty (30) days after such fire or other cause, terminate this Lease by giving the other party notice in writing of such decision. This Lease shall expire effective thirty (30) days after such notice is sent. Upon such a termination, Landlord may retain the proceeds from the insurance on the Premises.

13. Indemnification.

(a) By Tenant. Tenant agrees to protect, indemnify, hold harmless, and defend Landlord and its members, managers, agents, employees, successors, and assigns from and against all loss, cost, damage, liability, and expense (including, but not limited to, actual attorneys' fees and legal costs) incurred by any such parties arising out of or related to any claim, suit, or judgment in connection with Tenant's use or occupancy of the Premises or the acts or

omissions of Tenant or its agents, employees, contractors, clients, invitees, or subtenants except to the extent caused by the willful act or gross negligence of Landlord, its agents or employees.

(b) By Landlord. Landlord agrees to protect, indemnify, hold harmless, and defend Tenant and each of its directors, officers, agents, employees, successors, and assigns from and against all loss, cost, damage, liability, and expense incurred by any such parties (including, but not limited to, actual attorneys' fees and legal costs) arising out of or related to any claim, suit, or judgment in connection with the willful act or gross negligence of Landlord, its agents, or employees.

(c) No Waiver of Insurance. Notwithstanding anything to the contrary contained in this Lease, nothing in this Lease may be interpreted or used in any way to affect, limit, reduce, or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.

14. Insurance. Tenant, at its sole expense, must at all times during the Term procure and maintain "all-risk" property insurance and commercial general liability insurance for the use and occupancy of the Premises and the business operated by Tenant, with terms and amounts reasonably acceptable to Landlord. Certificates evidencing the insurance required under this Section must be delivered to Landlord upon request.

15. Access to Premises. Landlord may enter the Premises at all reasonable business hours for the purpose of inspection, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, showing the Premises to prospective purchasers, or making such repairs or alterations as it elects to make under the terms of this Lease. Landlord must give reasonable notice prior to entry, except in the event of an emergency. During the last 60 days of the Term, Landlord may, upon two days' prior notice, enter the Premises at reasonable hours for the purpose of showing them to prospective tenants. During such 60-day period Landlord may also place upon the Premises "For Rent" notices. Landlord may place upon the Premises "For Sale" notices at any time.

16. Tenant's Signs. Tenant, at its sole cost, may erect, maintain, and remove its business signs on or about the Premises as it deems necessary, appropriate, or desirable, provided that the signs are in compliance with all governmental regulations and that their installation and removal do not cause structural damage to the Premises.

17. Real Estate Taxes. During the Term, Landlord must pay all general real estate taxes or assessments, special assessments or similar governmental charges, and personal property taxes made, levied, or assessed against or with respect to the Premises. Tenant must pay all taxes against its personal property located at the Premises and must furnish to Landlord copies of the receipts evidencing payment.

18. Utilities. Tenant must pay the cost of all utility services to the Premises. Landlord is not liable for any failure to furnish, stoppage of, or interruption in furnishing any of such utilities, unless due to Landlord's willful act or gross negligence.

19. Environmental Issues.

(a) Definitions.

(i) “Hazardous Substances” means any compounds, materials or substances which are regulated or become regulated under any of the Environmental Laws (defined below), including, without limitation, those compounds, materials, or substances (A) defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC § 9601 *et seq.*, or Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*, as amended, and rules and regulations promulgated pursuant to such laws; (B) containing gasoline, oil, diesel fuel or other petroleum product; (C) defined as “hazardous waste” pursuant to the federal Resource Conservation and Recovery Act, as amended, 42 USC § 6901 *et seq.*, or Part 111 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.11101 *et seq.*, as amended, and rules and regulations promulgated pursuant to such laws; (D) containing polychlorinated biphenyls (PCBs); (E) containing asbestos; or (F) containing radioactive material, flammable explosives, or biological material.

(ii) “Environmental Laws” means any applicable federal, state, and local environmental, health, safety, or sanitation statute, law, rule, regulation, ordinance, order, ruling, or interpretation, including, without limitation, rulings and orders of regulatory and administrative authorities, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC § 9601 *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 USC 6901 *et seq.*, and all parts contained within the Michigan Natural Resources and Environmental Protection Act, as amended, MCL § 324.101 *et seq.*

(b) Representations and Warranties.

(i) Landlord’s Environmental Representations and Warranties. Landlord represents and warrants, to the best of Landlord’s knowledge that: the Premises are not subject to any judicial or administrative orders or proceedings alleging the violation of any Environmental Laws or subject to any liens pursuant to any Environmental Laws and that no Hazardous Substances have been disposed of, spilled, or released on, about, or from the Premises in violation of any Environmental Laws during Landlord’s ownership or occupancy of the Premises except as previously disclosed to Tenant.

(ii) Tenant’s Environmental Representations and Warranties. Tenant represents and warrants that it will comply with the requirements of all Environmental Laws and will not use, store, dispose, or release any Hazardous Substances on the Premises nor permit any use, storage, disposal, or release of any Hazardous Substances on the Premises.

(c) Indemnification.

(i) By Tenant. Tenant agrees to indemnify, defend, and hold harmless Landlord and Landlord’s mortgagee, affiliates, agents, employees, members, managers, successors, and assigns from and against all loss, liability, claim, suit, demand, damage, penalty, fine, cost, or expense (including, without limitation, actual attorneys’, consultants’, and

engineering fees) of whatever kind or nature, incurred by any of such parties on account of (a) Tenant's failure to comply with any Environmental Laws; (b) any release, during the term of the Lease, of any Hazardous Substances on, upon, into, or from the Premises caused by Tenant's negligence or intentional act; and (c) any damage to natural resources or real property and/or harm or injury to persons resulting or alleged to have resulted from such failure to comply or such release of Hazardous Substances.

(ii) By Landlord. Landlord agrees to indemnify, defend, and hold harmless Tenant and its affiliates, agents, employees, officers, directors, shareholders, successors, and assigns from and against any loss, liability, claim, suit, demand, damage, penalty, fine, cost or expense (including, without limitation, actual attorneys', consultants', and engineering fees) of whatever kind or nature, arising out of, resulting from or related to the knowing breach by Landlord of its representation and warranty set forth in Section 21(b) or the presence, disposal, release, or threatened release of any Hazardous Substances on or from the Premises in violation of Environmental Laws caused by Landlord.

20. Miscellaneous.

(a) Notices. All notices, bills or statements required under this Lease must be in writing and are deemed to have been given if delivered personally, on the date of delivery, or if mailed by certified or registered mail, on the next business day following the date of mailing, in either case to the parties at their addresses as set forth on the first page of this Lease. Either party may change its address for such purposes by giving notice of such change to the other party.

(b) Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed under this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term.

(c) Entire Agreement. This Lease represents the entire agreement between the parties regarding its subject matter. It may not be amended, altered or modified unless done so in writing by both parties.

(d) Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the state of Michigan. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

(e) Third Parties. Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

(f) Headings. The headings contained in this Lease are for convenience only and may not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Lease.

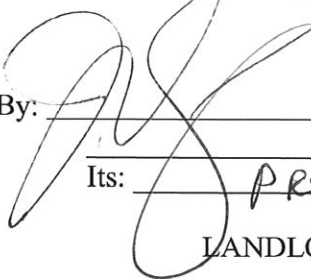
(g) Covenants and Conditions. All covenants and conditions contained in this Lease are independent of one another. All of the covenants of Tenant contained in this Lease may, at the option of Landlord, be construed as both covenants and conditions.

(h) Memorandum of Lease. Either party may, at its cost, record a short form Memorandum of this Lease, sufficient to provide record notice.

The parties have caused this Lease to be executed as of the date first written above.

Center for Sound Literary Foundation

Gerald Dawkins Academy

By:  10/1/2024
Its: PRESIDENT
LANDLORD

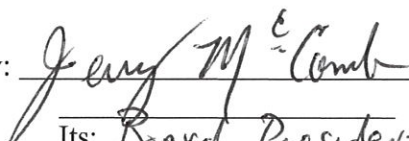
By: 
Its: Board President - 10-1-24
TENANT

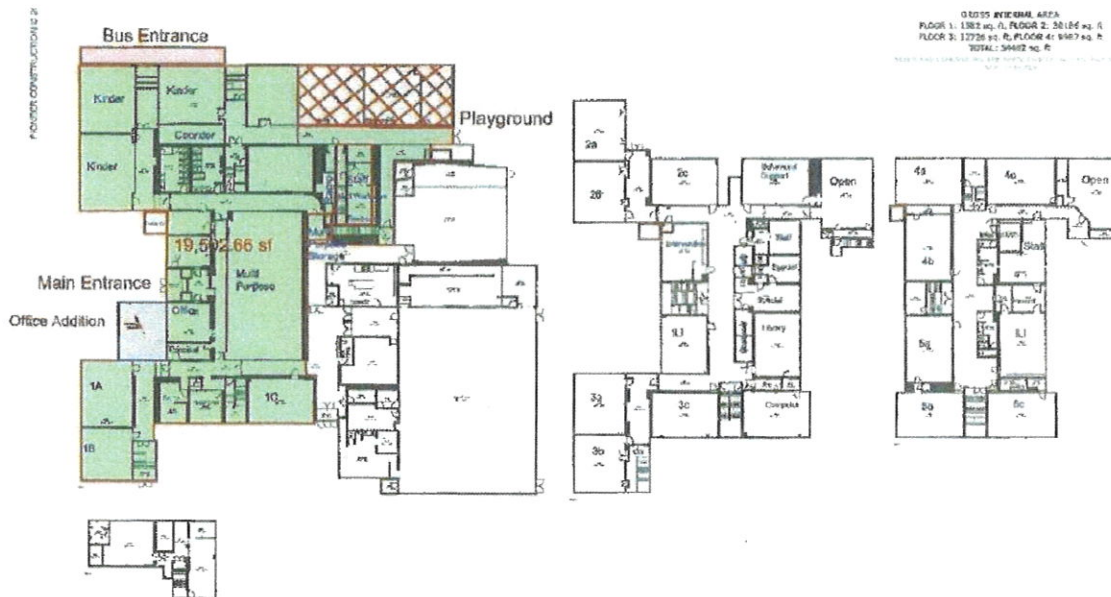
EXHIBIT A
PREMISES DESCRIPTION

The Premises consists of that portion of the real property:

located at 1050 Fisk Street SE, Grand Rapids, Michigan 49507 and identified generally as permanent parcel number 41-14-32-382-017, consisting of 1.552 acres (the "Land"), and improved with a single four-story building having 64,928 square feet (the "Building"), all of which is legally described as Lots 1 to 6 and Lots 19 to 24, both inclusive, of Block 10, Campbell and Underwood's Windsor Park Addition, City of Grand Rapids, Kent County, Michigan.

Described as:

Approximately 45,000 square feet of the Building and as generally identified below ("Unit 2"), as being the entire first, third and fourth floors of the Building, along with that portion of the Building's second (main) floor all of which is shown by highlight/shading below:



LEASE

THIS LEASE is made effective July 1, 2024 (the "Commencement Date") between the Center for Sound Literacy Foundation, a Michigan non-profit corporation, of 4152 East Paris Ave SE, Kentwood Michigan ("Landlord") and, the Gerald Dawkins Academy, a Michigan non-profit corporation ("Tenant").

RECITALS

A. Landlord owns real property and improvements located as set out on Exhibit A hereto (the "Premises").

B. Landlord wishes to let the Premises to Tenant and Tenant wishes to hire the Premises from Landlord according to the terms of this Lease.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for the consideration in and referred to by this Lease, the parties agree as follows:

1. Leased Premises; Term. Landlord hereby rents and leases to Tenant the Premises, subject to and together with all rights and responsibilities set out in the "Condominium Documents" now or hereafter governing the Premises. The term of this Lease (the "Term") commences on the Commencement Date and will terminate at midnight One (1) year thereafter, unless otherwise terminated or extended under the terms of this Lease. If Tenant continues to use the Property after expiration of the Term, Tenant shall become a tenant from month to month, at the rental and upon the same terms and conditions specified in this Lease.

2. Rent.

(a) Base Rent. Tenant will pay to Landlord rent of One Dollar (\$1.00) ("Base Rent") for its use of the Premises. Base Rent is payable in advance, on or before the first day of each year of the Term at Landlord's address indicated above or at another address as designated by Landlord in writing from time to time.

(b) Expense Net. This is a net Lease, and Tenant is solely responsible for minor repair such as glass breakage, water leaks at the point of use such as faucets and light bulb replacement and all costs pertaining to the use of the Premises.

3. Use of Premises. Subject to the provisions of the Condominium Documents, Tenant may use and occupy the Premises for any legal purpose not prohibited by this Lease. Tenant, at its sole expense, must keep and occupy the Premises and all permitted alterations made by Tenant to the Premises in compliance with all laws, ordinances, orders, and regulations affecting the Premises or its use or occupancy and the Condominium Documents.

4. Maintenance and Repair. Tenant, at its sole expense, must maintain the Premises in a good and clean operating condition and in accordance with the Condominium Documents and provide such window coverings as may be approved by Landlord. Other than provided by the preceding sentence, Landlord shall, and Tenant is not obligated to, pay all, costs of repair, maintenance, or replace any of the interior and exterior portions and components of the Premises, including the interior walls, ceiling, electrical, plumbing fixtures, heating and air conditioning system, exterior structure, and roof.

5. Alterations.

(a) Tenant may not make any material alterations, improvements, or additions to the Premises without Landlord's prior consent, which will not be unreasonably withheld, conditioned or delayed.

(b) All alterations, improvements, or additions to the Premises will, at the expiration of the Term or other termination of this Lease, become part of the Premises unless otherwise specified by Landlord in writing at the time the alterations, improvements, or additions are made.

6. Tenant's Property. Tenant is solely liable for the risk of theft or loss to any of its personal property or trade fixtures brought to or kept on the Premises.

7. Assignment and Subletting. Tenant may not, without Landlord's prior written consent, sublet the Premises; assign, pledge, or mortgage any interest in the Premises or this Lease; or permit any assignment of this Lease by operation of law or otherwise. No consent by Landlord to any such matters shall relieve Tenant from any obligations under this Lease or from obtaining Landlord's written consent to any further such matters.

8. Default.

(a) Events of Default By Tenant. The occurrence of any of the following constitutes a material default of this Lease (each a "Default"):

(i) Tenant failing to pay any payment of Base Rent, or any other payment required to be made by Tenant when due and the continuation of such failure for 5 days after written notice is sent by Landlord to Tenant;

(ii) Tenant making any assignment of this Lease or subletting all or any part of the Premises, except as expressly permitted under this Lease;

(iii) Tenant failing to observe or perform any other provision of this Lease to be observed or performed by Tenant if such failure continues for 30 days after written notice is provided by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within such 30-day period, no default is deemed to exist if Tenant promptly commences the curing of the default within such 30-day period and diligently prosecutes the same to completion and achieves the same within a reasonable time after the

occurrence of such default. The 30-day notice is in lieu of, and not in addition to, any notice required under law; or

(iv) Tenant making any general assignment for the benefit of creditors; the filing by or against Tenant of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Tenant, the same is dismissed within 30 days after filing); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or Tenant's interest in this Lease or the Premises if possession is not restored to Tenant within 30 days; or the attachment, execution, or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises if such seizure is not discharged within 30 days.

(b) Landlord's Right To Terminate Upon Tenant Default. Upon any Default, Landlord has the right to terminate this Lease or to terminate Tenant's right to possession of the Premises without terminating this Lease. In either event, Landlord is entitled to receive from Tenant all unpaid Rent as of the time of such termination.

(c) Landlord's Right To Continue Lease Upon Tenant Default. Upon a Default or upon an abandonment of the Premises by Tenant, Landlord may enforce all of its rights and remedies under this Lease if Landlord elects not to terminate this Lease. If Landlord, at its sole discretion, elects to relet the Premises, the proceeds of such reletting will be applied as follows: first, to pay to Landlord all costs and expenses of such reletting (including, without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property from the Premises, securing new tenants, and preparing the Premises for a new tenant, including expenses for standard redecoration and alterations); second, to the payment of any amounts owed by Tenant to Landlord other than Rent due and unpaid; third, to the payment of Rent due by Tenant and unpaid; and fourth, the residue, if any, will be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable.

(d) Right of Landlord to Perform. Tenant must perform all covenants and agreements to be performed by Tenant under this Lease at Tenant's sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required under this Lease or fails to perform any other act required to be performed under this Lease, Landlord, after any required notice, may, but is not obligated to, make any payment or perform any such other act. Such payment or performance shall not waive or release Tenant from its obligations under this Lease. All sums so paid by Landlord and all necessary incidental costs, together with interest at 12% per annum from the date of such payment, are payable to Landlord, and Landlord has all rights and remedies upon nonpayment as provided by law and this Lease.

9. Expenses of Enforcement. The prevailing party of any action to enforce any provision of this Lease shall be entitled to its costs of enforcement, including attorneys' fees, court costs, and costs of appeal, from the other party.

10. Termination; Surrender of Possession. The Tenant may terminate the Lease, without cost or penalty to the Tenant, in the event that the Tenant is required to close the Tenant

site covered by this Lease (i) pursuant to a notice issued by the Michigan Department of Education 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. The Landlord shall have no recourse against the Tenant or Grand Valley State University, or its board, for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Landlord from receiving lease payments owned prior to site closure or reconstitution or relieve the Tenant from paying any costs or expenses owed under the Lease prior to site closure or reconstitution. Upon the expiration or termination of this Lease, whether by lapse of time, operation of law, or pursuant to the provisions of this Lease, Tenant must perform each of the following:

(a) Restore the Premises to the same condition as at the Commencement Date except for reasonable wear and tear, casualty damage for which insurance proceeds have been paid, alterations approved as provided by this Lease, and alterations not requiring Landlord's approval;

(b) Remove all of its personal property (including all signs, symbols, and trademarks pertaining to its business) from the Premises and repair any damage to the Premises caused by such removal; and.

(c) Surrender possession of the Premises to Landlord.

11. No Waiver. The failure of either party to enforce any covenant or condition of this Lease is not a waiver of the right to enforce each and every covenant and condition of this Lease. No provision of this Lease is waived unless such waiver is in writing and signed by the person against whom the waiver is claimed.

12. Damage or Destruction. Landlord shall be responsible for repairing all damages to the Premises resulting from a fire or other casualty with respect to the Premises. Tenant shall be responsible for repairing all damages to its property from a fire or other casualty with respect to the Premises. Landlord shall use all insurance proceeds resulting from such damage or destruction to the Premises to restore the Premises. During the period of such repairs and restorations, Base Rent will abate in proportion to the extent the Premises are unusable by Tenant until the repair or restoration is complete. Notwithstanding the foregoing, if the Premises are rendered substantially untenantable by fire or other cause, then either Landlord or Tenant may, within thirty (30) days after such fire or other cause, terminate this Lease by giving the other party notice in writing of such decision. This Lease shall expire effective thirty (30) days after such notice is sent. Upon such a termination, Landlord may retain the proceeds from the insurance on the Premises.

13. Indemnification.

(a) By Tenant. Tenant agrees to protect, indemnify, hold harmless, and defend Landlord and its members, managers, agents, employees, successors, and assigns from and against all loss, cost, damage, liability, and expense (including, but not limited to, actual attorneys' fees and legal costs) incurred by any such parties arising out of or related to any claim, suit, or judgment in connection with Tenant's use or occupancy of the Premises or the acts or

omissions of Tenant or its agents, employees, contractors, clients, invitees, or subtenants except to the extent caused by the willful act or gross negligence of Landlord, its agents or employees.

(b) By Landlord. Landlord agrees to protect, indemnify, hold harmless, and defend Tenant and each of its directors, officers, agents, employees, successors, and assigns from and against all loss, cost, damage, liability, and expense incurred by any such parties (including, but not limited to, actual attorneys' fees and legal costs) arising out of or related to any claim, suit, or judgment in connection with the willful act or gross negligence of Landlord, its agents, or employees.

(c) No Waiver of Insurance. Notwithstanding anything to the contrary contained in this Lease, nothing in this Lease may be interpreted or used in any way to affect, limit, reduce, or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.

14. Insurance. Tenant, at its sole expense, must at all times during the Term procure and maintain "all-risk" property insurance and commercial general liability insurance for the use and occupancy of the Premises and the business operated by Tenant, with terms and amounts reasonably acceptable to Landlord. Certificates evidencing the insurance required under this Section must be delivered to Landlord upon request.

15. Access to Premises. Landlord may enter the Premises at all reasonable business hours for the purpose of inspection, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, showing the Premises to prospective purchasers, or making such repairs or alterations as it elects to make under the terms of this Lease. Landlord must give reasonable notice prior to entry, except in the event of an emergency. During the last 60 days of the Term, Landlord may, upon two days' prior notice, enter the Premises at reasonable hours for the purpose of showing them to prospective tenants. During such 60-day period Landlord may also place upon the Premises "For Rent" notices. Landlord may place upon the Premises "For Sale" notices at any time.

16. Tenant's Signs. Tenant, at its sole cost, may erect, maintain, and remove its business signs on or about the Premises as it deems necessary, appropriate, or desirable, provided that the signs are in compliance with all governmental regulations and that their installation and removal do not cause structural damage to the Premises.

17. Real Estate Taxes. During the Term, Landlord must pay all general real estate taxes or assessments, special assessments or similar governmental charges, and personal property taxes made, levied, or assessed against or with respect to the Premises. Tenant must pay all taxes against its personal property located at the Premises and must furnish to Landlord copies of the receipts evidencing payment.

18. Utilities. Tenant must pay the cost of all utility services to the Premises. Landlord is not liable for any failure to furnish, stoppage of, or interruption in furnishing any of such utilities, unless due to Landlord's willful act or gross negligence.

19. Environmental Issues.

(a) Definitions.

(i) "Hazardous Substances" means any compounds, materials or substances which are regulated or become regulated under any of the Environmental Laws (defined below), including, without limitation, those compounds, materials, or substances (A) defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC § 9601 *et seq.*, or Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*, as amended, and rules and regulations promulgated pursuant to such laws; (B) containing gasoline, oil, diesel fuel or other petroleum product; (C) defined as "hazardous waste" pursuant to the federal Resource Conservation and Recovery Act, as amended, 42 USC § 6901 *et seq.*, or Part 111 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.11101 *et seq.*, as amended, and rules and regulations promulgated pursuant to such laws; (D) containing polychlorinated biphenyls (PCBs); (E) containing asbestos; or (F) containing radioactive material, flammable explosives, or biological material.

(ii) "Environmental Laws" means any applicable federal, state, and local environmental, health, safety, or sanitation statute, law, rule, regulation, ordinance, order, ruling, or interpretation, including, without limitation, rulings and orders of regulatory and administrative authorities, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC § 9601 *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 USC 6901 *et seq.*, and all parts contained within the Michigan Natural Resources and Environmental Protection Act, as amended, MCL § 324.101 *et seq.*

(b) Representations and Warranties.

(i) Landlord's Environmental Representations and Warranties. Landlord represents and warrants, to the best of Landlord's knowledge that: the Premises are not subject to any judicial or administrative orders or proceedings alleging the violation of any Environmental Laws or subject to any liens pursuant to any Environmental Laws and that no Hazardous Substances have been disposed of, spilled, or released on, about, or from the Premises in violation of any Environmental Laws during Landlord's ownership or occupancy of the Premises except as previously disclosed to Tenant.

(ii) Tenant's Environmental Representations and Warranties. Tenant represents and warrants that it will comply with the requirements of all Environmental Laws and will not use, store, dispose, or release any Hazardous Substances on the Premises nor permit any use, storage, disposal, or release of any Hazardous Substances on the Premises.

(c) Indemnification.

(i) By Tenant. Tenant agrees to indemnify, defend, and hold harmless Landlord and Landlord's mortgagee, affiliates, agents, employees, members, managers, successors, and assigns from and against all loss, liability, claim, suit, demand, damage, penalty, fine, cost, or expense (including, without limitation, actual attorneys', consultants', and

engineering fees) of whatever kind or nature, incurred by any of such parties on account of (a) Tenant's failure to comply with any Environmental Laws; (b) any release, during the term of the Lease, of any Hazardous Substances on, upon, into, or from the Premises caused by Tenant's negligence or intentional act; and (c) any damage to natural resources or real property and/or harm or injury to persons resulting or alleged to have resulted from such failure to comply or such release of Hazardous Substances.

(ii) By Landlord. Landlord agrees to indemnify, defend, and hold harmless Tenant and its affiliates, agents, employees, officers, directors, shareholders, successors, and assigns from and against any loss, liability, claim, suit, demand, damage, penalty, fine, cost or expense (including, without limitation, actual attorneys', consultants', and engineering fees) of whatever kind or nature, arising out of, resulting from or related to the knowing breach by Landlord of its representation and warranty set forth in Section 21(b) or the presence, disposal, release, or threatened release of any Hazardous Substances on or from the Premises in violation of Environmental Laws caused by Landlord.

20. Miscellaneous.

(a) Notices. All notices, bills or statements required under this Lease must be in writing and are deemed to have been given if delivered personally, on the date of delivery, or if mailed by certified or registered mail, on the next business day following the date of mailing, in either case to the parties at their addresses as set forth on the first page of this Lease. Either party may change its address for such purposes by giving notice of such change to the other party.

(b) Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed under this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term.

(c) Entire Agreement. This Lease represents the entire agreement between the parties regarding its subject matter. It may not be amended, altered or modified unless done so in writing by both parties.

(d) Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the state of Michigan. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

(e) Third Parties. Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

(f) Headings. The headings contained in this Lease are for convenience only and may not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Lease.

(g) Covenants and Conditions. All covenants and conditions contained in this Lease are independent of one another. All of the covenants of Tenant contained in this Lease may, at the option of Landlord, be construed as both covenants and conditions.

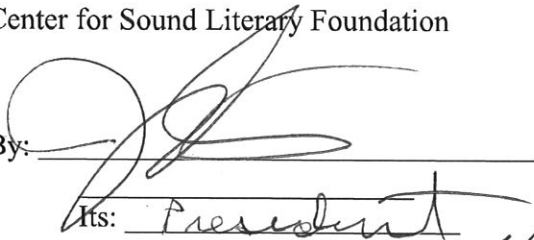
(h) Memorandum of Lease. Either party may, at its cost, record a short form Memorandum of this Lease, sufficient to provide record notice.

The parties have caused this Lease to be executed as of the date first written above.

Center for Sound Literary Foundation

Gerald Dawkins Academy

By: _____

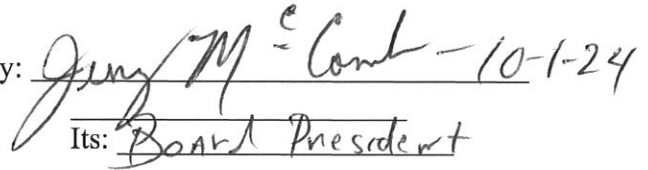


Its: President

LANDLORD

10/1/2024

By: _____



Its: Board President

TENANT

EXHIBIT A
PREMISES DESCRIPTION

The Premises consists of that portion of the real property:

located at 1050 Fisk Street SE, Grand Rapids, Michigan 49507 and identified generally as permanent parcel number 41-14-32-382-017, consisting of 1.552 acres (the "Land"), and improved with a single four-story building having 64,928 square feet (the "Building"), all of which is legally described as Lots 1 to 6 and Lots 19 to 24, both inclusive, of Block 10, Campbell and Underwood's Windsor Park Addition, City of Grand Rapids, Kent County, Michigan.

Described as:

Approximately 45,000 square feet of the Building and as generally identified below ("Unit 2"), as being the entire first, third and fourth floors of the Building, along with that portion of the Building's second (main) floor all of which is shown by highlight/shading below:

