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

**ISSUED BY**

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

**ISSUED TO**

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

**CONFIRMING THE STATUS OF**

**BYRON CENTER CHARTER SCHOOL**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2020**

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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Byron Center Charter School (the “Academy”), to be effective July 1, 2020, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

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

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Community District** means a community school district created under part 5B of the Code, MCL 380.381 et seq.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III**

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

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

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

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

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

## **ARTICLE IV**

### **PURPOSE**

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

## **ARTICLE V**

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

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

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

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

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

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using both the mathematics and reading portions of the approved Michigan state assessment. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Twelfth (K-12) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

Section 11.27. Disclosure of Information to Parents and Legal Guardians.

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

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

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

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

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

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

Section 11.29. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office, and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 11.30. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under Section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 11.31. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, after either of the following: (i) an incident involving a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 11.32. Academy Emergency Operations Plan.

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

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



Section 11.33. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 11.34. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.35. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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

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

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

Section 11.36. K to 3 Reading. If the Academy offers Kindergarten through Third grade, the Academy shall comply with Section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices, and filings required under Section 1280f, MCL 380.1280f, are timely completed.

## **ARTICLE XII**

### **GENERAL TERMS**

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Byron Center Charter School  
9930 Burlingame SW  
Byron Center, MI 49315

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

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

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

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

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

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused

by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2020, and shall remain in full force and effect for Five (5) years until June 30, 2025, 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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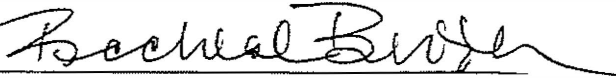
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

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.

BYRON CENTER CHARTER SCHOOL

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



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

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

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

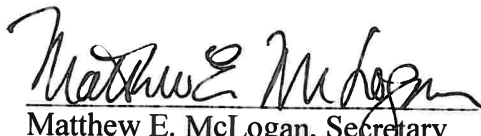
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

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

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

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

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

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



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

Method of Selection and Appointment of Academy Board Members:

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



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

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

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

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

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

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

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

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

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

\* See attached page for board member names and terms

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

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

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

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



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

# Byron Center Charter Schools

## Current Board Members:

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

## Founding Board Members:

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



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

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

The following resolution is proposed:

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

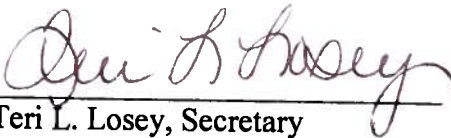
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

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

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

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

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

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



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

08-1-13      (13)    Charter Schools Report

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

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

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


NOW, THEREFORE, BE IT RESOLVED:

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



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

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

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





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

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

01-4-12      (12)    Charter Schools Report

The Learning Center Academy

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

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

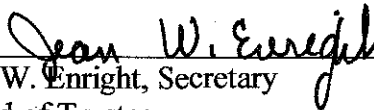
NOW, THEREFORE, BE IT RESOLVED:

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

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

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

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

  
 Jean W. Enright, Secretary  
 Board of Trustees  
 Grand Valley State University

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU			
Date Received		(FOR BUREAU USE ONLY)	
FEB 14 2020		<p>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</p> <p>7:41:10 PM 1/14/2020 JAN 12 2020 JAN 12 2020</p> <p><b>FILED</b></p> <p><b>FEB 20 2020</b></p> <p>EFFECTIVE DATE: ADMINISTRATOR CORPORATIONS DIVISION</p>	
Name Byron Center Charter School			
Address 9930 Burlingame Ave. SW			
City Byron Center	State MI		
<p>Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.</p> <div style="border: 1px solid black; width: 300px; margin: 10px auto; padding: 5px; text-align: center;">800833200</div>			

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

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

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

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

## ARTICLE I

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

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

## ARTICLE II

The purposes for which the corporation is organized are:

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

## ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations
  - d. Fees and charges permitted to be charged by public school academies.
  - e. Other funds lawfully received.
3. The corporation is organized on a Directorship basis.

## ARTICLE IV

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

## ARTICLE V

The corporation is a governmental entity.

## ARTICLE VI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **ARTICLE VII**

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

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

## **ARTICLE VIII**

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

## **ARTICLE IX**

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

## **ARTICLE X**

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

## **ARTICLE XI**

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

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

or she is not entitled.

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

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

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

## ARTICLE XII

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

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

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

## ARTICLE XIII

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

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

Signed this 14<sup>th</sup> day of January, 2020

By:

  
Racheal Brooker, Board President

## **SCHEDULE 3**

### **BYLAWS**

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## **BYLAWS**

### **OF**

**(NAME)**

## **ARTICLE I**

### **NAME**

This organization shall be called Byron Center Charter School (The “Academy” or the “corporation”).

## **ARTICLE II**

### **FORM OF ACADEMY**

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

## **ARTICLE III**

### **OFFICES**

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

Section 2. Registered Office. The registered office of the Academy may be the same as the principle office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

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

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

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

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

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.



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

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy's Board for cause.
5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated
7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.

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

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

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

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

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

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

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

## ARTICLE V

### MEETINGS

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

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

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

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

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

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

## ARTICLE VI

### COMMITTEES

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

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII

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

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

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

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

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

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

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

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

## **ARTICLE IX**

### **INDEMNIFICATION**

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

## **ARTICLE X**

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

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

## ARTICLE XI

### SEAL

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

## ARTICLE XII

### AMENDMENTS

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

## CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 14th day of January 2020.

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

Racheal Brooker, Board President



**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **FISCAL AGENT AGREEMENT**

This Agreement is made as of June 17, 1996, and shall have an effective date of June 17, 1996, by and among Grand Valley State University Board of Control ("University Board"), an authorizing body as defined by the School Code of 1976 as amended, (the "Code"), the State of Michigan (the "State") and the Board of Directors of The Learning Center Academy ("Academy"), a public school academy.

### **Preliminary Recitals**

WHEREAS, the University Board and the Academy are entering into a Contract to Charter a Public School Academy dated June 17, 1996 (the "Contract"), and

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 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 is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

"Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into August, 1996.

"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 may act as fiscal agent.

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

"State" means the State of Michigan.

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

## **ARTICLE II**

### **FISCAL AGENT DUTIES**

Section 2.01. Receipt of School Aid Funds. The University Board is the Fiscal Agent for 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. 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 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 School Aid Payments received on behalf of the Academy from the State Treasurer. The Fiscal Agent's duties under this Agreement are separate from the University Board's duties outlined in the Contract executed by the University Board and the Academy and dated as of June 17, 1996.

### **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 or by electronic funds transfer into an account specified by 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 of 1979, as amended.

Section 4.02. Expenditure of Funds. An Academy may expend funds 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 of 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.

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.

## **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 June 30, 1996, and annually thereafter, a written report dated as of June 30 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 for which the University Board acted as Fiscal Agent 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 on 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 omission or action 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, omission 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.

## **ARTICLE VII**

### **MISCELLANEOUS**

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by regular first class mail and addressed as follows:

To the Academy: Mr. Mark Dixon  
3721-22nd Street  
Dorr, Michigan 49323

To the Fiscal Agent: J. Patrick Sandro  
Grand Valley State University Board of Control  
Special Assistant to the President  
119 Au Sable Hall  
Allendale, Michigan 49401

To the State: State Treasurer  
Treasury Building  
430 W. Allegan  
Lansing, Michigan 48922

A United States Post Office registered or certified mail receipt or overnight courier receipt showing delivery of such documents shall be conclusive evidence of the date and the fact of delivery. Any party to this Agreement may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice of the change.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described in this Agreement by the Fiscal Agent or upon the expiration, termination, suspension or revocation of the Academy's Contract with the University Board, the Fiscal Agent shall have no further obligations or responsibilities under this Agreement to the Academy or any other person or persons in connection with this Agreement and this Agreement shall be discharged.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Fiscal Agent, the State, and the Academy and their respective successors and legal representatives and shall inure solely to the benefit of the Academy, the Fiscal Agent and the State and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained in this Agreement.

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

Section 7.06. Amendment. This Agreement is made for the benefit of the Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University and the Academy have followed the procedures set forth in Section 8.1 of Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered automatically as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

THE LEARNING CENTER ACADEMY

By: Mark Dixon  
Mr. Mark Dixon  
Title: Founder, Board President

Date: 6-14-96

AUTHORIZING BODY:

GRAND VALLEY STATE UNIVERSITY  
BOARD OF CONTROL

By: Judith S. Hooker  
Judith S. Hooker  
Title: Chair

Date: 6-17-96

STATE OF MICHIGAN:

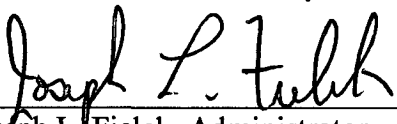
By: See Attached

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement between The Learning Center Academy and Grand Valley State University Board of Control.

BY:

  
\_\_\_\_\_  
Joseph L. Fielek, Administrator  
Cash and Debt Management Division  
Bureau of Finance and Fiscal Policy  
Michigan Department of Treasury

Date: June 16, 1998

cc: Madhu R. Anderson  
Chief Deputy State Treasurer



**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

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

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

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

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

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

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

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

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

**Original/Subsequent Board Policy Reporting Requirements  
July 1, 2020 – June 30, 2021**

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

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

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

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

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

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

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

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



**SCHEDULE 6**

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

## **SCHEDULE 6**

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

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

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

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

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

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

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

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

## **CLIENT SERVICES AGREEMENT**

This AGREEMENT is signed this 11th day of November, 2014 and is effective July 1, 2014 by and between Byron Center Charter School, (hereinafter "BYRON CENTER CHARTER SCHOOL") whose address is 9930 Burlingame Avenue SW, Grand Rapids, MI 49315, and CHARTER HR EDUCATIONAL SERVICES, LLC, a Michigan limited liability company located at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504 (hereinafter "CHARTER HR EDUCATIONAL SERVICES, LLC").

### **RECITALS**

A. BYRON CENTER CHARTER SCHOOL is a public school academy organized to provide public school instruction as a charter school located at , 9930 Burlingame Avenue SW, Grand Rapids, MI 49315, pursuant to a contract ("Contract") issued by the Grand Valley State University Board of Trustees ("GVSU"). The contract is authorized to carry out the educational program set forth in the Contract. BYRON CENTER CHARTER SCHOOL is authorized by law to contract with a private entity to provide employee administration and management services.

B. BYRON CENTER CHARTER SCHOOL operates as a public school academy under the direction of the BYRON CENTER CHARTER SCHOOL Board of Directors ("Board").

C. CHARTER HR EDUCATIONAL SERVICES, LLC is a Michigan Corporation with its offices at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504.

D. CHARTER HR EDUCATIONAL SERVICES, LLC offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.

E. BYRON CENTER CHARTER SCHOOL desires to engage CHARTER HR EDUCATIONAL SERVICES, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, BYRON CENTER CHARTER SCHOOL hereby contracts with CHARTER HR EDUCATIONAL SERVICES, LLC, to the extent permitted by law, specified functions relating to the administration and management services.

F. BYRON CENTER CHARTER SCHOOL designates the employees of CHARTER HR EDUCATIONAL SERVICES, LLC assigned to BYRON CENTER

CHARTER SCHOOL as agents of the Academy having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"). CHARTER HR EDUCATIONAL SERVICES, LLC will comply with FERPA requirements regarding access to, possession and disposition of, educational records.

THEREFORE, the parties agree as follows:

1. Services Provided by CHARTER HR EDUCATIONAL SERVICES, LLC. CHARTER HR EDUCATIONAL SERVICES, LLC shall provide contract personnel services as outlined in this Agreement. It is understood by the parties that the response to the RFP by Axios, Inc. dated September 12, 2012 are considered the same responses by CHARTER HR EDUCATIONAL SERVICES, LLC as though CHARTER HR EDUCATIONAL SERVICES, LLC submitted the response to the RFP.

a) Selection of Employees. CHARTER HR EDUCATIONAL SERVICES, LLC shall employ and assign to BYRON CENTER CHARTER SCHOOL all such qualified and certified classroom teachers, instructors, and support staff as may be necessary to accomplish the educational mission of BYRON CENTER CHARTER SCHOOL consistent with the Board approved budget. CHARTER HR EDUCATIONAL SERVICES, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Selection of Employees. All work force positions of BYRON CENTER CHARTER SCHOOL shall be covered under this Agreement ("Covered Employees") unless BYRON CENTER CHARTER SCHOOL decides to employ the Superintendent.

c) Employee Agreements and Compensation. Byron Center Charter School Board of Directors shall establish a budget to fund the FTES and job positions for the Byron Center Charter School, and those parts of the budget that are subject to this Agreement shall be implemented by CHARTER HR EDUCATIONAL SERVICES, LLC. The terms and conditions of such employment shall be set forth in an employment agreement between CHARTER HR EDUCATIONAL SERVICES, LLC and each employee or other written document as determined by CHARTER HR EDUCATIONAL SERVICES, LLC with input from BYRON CENTER CHARTER SCHOOL. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to BYRON CENTER CHARTER

SCHOOL by CHARTER HR EDUCATIONAL SERVICES, LLC, will be provided to the Board by CHARTER HR EDUCATIONAL SERVICES, LLC upon request.

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

e) Retirement Plan. CHARTER HR EDUCATIONAL SERVICES, LLC shall make available to BYRON CENTER CHARTER SCHOOL a retirement plan pursuant to IRC Section 401(k) for all qualified employees.

f) Payroll Taxes. CHARTER HR EDUCATIONAL SERVICES, LLC shall report and pay all applicable federal, state and local employee and employer payroll taxes from CHARTER HR EDUCATIONAL SERVICES, LLC's own accounts. CHARTER HR EDUCATIONAL SERVICES, LLC will act as the W-2 employer for record keeping purposes.

g) Payroll Records. CHARTER HR EDUCATIONAL SERVICES, LLC shall maintain and verify all required payroll and benefit records.

h) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by CHARTER HR EDUCATIONAL SERVICES, LLC with input by BYRON CENTER CHARTER SCHOOL.

i) Worker's Compensation Insurance. CHARTER HR EDUCATIONAL SERVICES, LLC shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work for BYRON CENTER CHARTER SCHOOL under this Agreement. Upon written request, CHARTER HR EDUCATIONAL SERVICES, LLC shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

j) At-Will Employment Relationship. CHARTER HR EDUCATIONAL SERVICES, LLC retains the right to not hire any candidate for employment or terminate with or without cause any employee with written notice to the BYRON CENTER CHARTER SCHOOL Board President.

k) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, CHARTER HR EDUCATIONAL SERVICES, LLC

shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. CHARTER HR EDUCATIONAL SERVICES, LLC shall make good faith reasonable efforts to act in the best interest of BYRON CENTER CHARTER SCHOOL with regard to its policy and procedure in exercising control over Covered Employees. BYRON CENTER CHARTER SCHOOL agrees to cooperate and assist CHARTER HR EDUCATIONAL SERVICES, LLC in the implementation and supervision of all such policies and procedures.

l) Hiring, Evaluating, Supervising, Disciplining and Firing. CHARTER HR EDUCATIONAL SERVICES, LLC shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the BYRON CENTER CHARTER SCHOOL approved budget. CHARTER HR EDUCATIONAL SERVICES, LLC shall consult and take input from Superintendent on hiring, evaluating, supervising, discipline and firing Covered Employees but CHARTER HR EDUCATIONAL SERVICES, LLC will ultimately make all final recommendations and decisions in regards to all Covered Employees.

BYRON CENTER CHARTER SCHOOL may recommend termination of the assignment of a Covered Employee to BYRON CENTER CHARTER SCHOOL, it being understood that CHARTER HR EDUCATIONAL SERVICES, LLC retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee issues and/or concerns subject to the budgetary limitations established by BYRON CENTER CHARTER SCHOOL. CHARTER HR EDUCATIONAL SERVICES, LLC shall consult with its Superintendent assigned to BYRON CENTER CHARTER SCHOOL concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. BYRON CENTER CHARTER SCHOOL Board will have input on the selection and evaluation of the Superintendent when the board does not directly hire the superintendent.

m) On-site Supervision. CHARTER HR EDUCATIONAL SERVICES, LLC shall be responsible for on-site employee supervision directly and through its On-Site HR Consultant assigned to BYRON CENTER CHARTER SCHOOL. The On-Site HR Administrator will serve as the liaison to the BYRON CENTER CHARTER SCHOOL Superintendent on employment matters on behalf of CHARTER HR EDUCATIONAL SERVICES, LLC. The Superintendent will administer the overall operation of BYRON CENTER CHARTER SCHOOL and report to the Board on all other operational matters. The On-Site HR Administrator will administer all personnel issues and keep the Superintendent informed of employment related matters. The On-Site HR

Administrator shall be the on-site consultant for CHARTER HR EDUCATIONAL SERVICES, LLC and shall assist CHARTER HR EDUCATIONAL SERVICES, LLC with its administrative and personnel responsibilities on BYRON CENTER CHARTER SCHOOL premises. As to all administrative and personnel matters, the On-Site HR Administrator shall coordinate with and report to designated CHARTER HR EDUCATIONAL SERVICES, LLC managers and officers at CHARTER HR EDUCATIONAL SERVICES, LLC's home office. CHARTER HR EDUCATIONAL SERVICES, LLC, after consulting with the On-Site HR Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. CHARTER HR EDUCATIONAL SERVICES, LLC shall make good faith reasonable efforts to act in the best interests of BYRON CENTER CHARTER SCHOOL with regard to BYRON CENTER CHARTER SCHOOL policy and procedure in exercising control over the Covered Employees. CHARTER HR EDUCATIONAL SERVICES, LLC shall make certain that all appropriate guidelines concerning CHARTER HR EDUCATIONAL SERVICES, LLC's oversight of Covered Employees is followed by said On-Site HR Administrator and that its On-Site HR Administrator shall comply with all CHARTER HR EDUCATIONAL SERVICES, LLC directives dealing with its responsibilities herein above set forth.

2. CHARTER HR EDUCATIONAL SERVICES, LLC Requirements.

a) Compliance with Applicable Criteria. CHARTER HR EDUCATIONAL SERVICES, LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by CHARTER HR EDUCATIONAL SERVICES, LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which BYRON CENTER CHARTER SCHOOL has secured or is seeking accreditation, including but not limited to GVSU and the Michigan Department of Education; and (iii) all other applicable written policies of BYRON CENTER CHARTER SCHOOL as communicated to CHARTER HR EDUCATIONAL SERVICES, LLC through the Superintendent, the Board President or Board minutes. CHARTER HR EDUCATIONAL SERVICES, LLC shall promptly provide to BYRON CENTER CHARTER SCHOOL, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that



assert claims, deficiencies or charges against BYRON CENTER CHARTER SCHOOL or CHARTER HR EDUCATIONAL SERVICES, LLC that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate BYRON CENTER CHARTER SCHOOL.

b) Employment Laws. CHARTER HR EDUCATIONAL SERVICES, LLC shall comply with all applicable federal, state and local employment laws. CHARTER HR EDUCATIONAL SERVICES, LLC shall comply with the Fair Labor Standards Act and control all overtime.

c) Records. CHARTER HR EDUCATIONAL SERVICES, LLC shall maintain actual time records and verify the accuracy of all wage hour information provided to CHARTER HR EDUCATIONAL SERVICES, LLC at the end of each pay period. CHARTER HR EDUCATIONAL SERVICES, LLC shall verify the accuracy of all wage and salary reports which shall be supplied to BYRON CENTER CHARTER SCHOOL by CHARTER HR EDUCATIONAL SERVICES, LLC at the end of each pay period. BYRON CENTER CHARTER SCHOOL shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above.

3. BYRON CENTER CHARTER SCHOOL Requirements. BYRON CENTER CHARTER SCHOOL shall provide the following:

a) Personnel Requirements. Advise CHARTER HR EDUCATIONAL SERVICES, LLC, through the Superintendent, of the teachers, instructors, and administrators required by BYRON CENTER CHARTER SCHOOL, consistent with its approved budget, to perform its mission.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against BYRON CENTER CHARTER SCHOOL and name CHARTER HR EDUCATIONAL SERVICES, LLC as an additional insured. CHARTER HR EDUCATIONAL SERVICES, LLC shall have input into the professional liability coverage.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by GVSU, the School Code, and/or statute or as desired by the Board.

d) Safety Requirements. BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES, LLC shall comply with all safety, health and work laws, regulations and rules at its own expense. BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES, LLC shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported immediately to CHARTER HR EDUCATIONAL SERVICES, LLC by the Superintendent. BYRON CENTER CHARTER SCHOOL shall cooperate with CHARTER HR EDUCATIONAL SERVICES, LLC's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect BYRON CENTER CHARTER SCHOOL's property.

e) Confidential Information. BYRON CENTER CHARTER SCHOOL shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling confidential information, money or other valuables. CHARTER HR EDUCATIONAL SERVICES, LLC may require bonding of such individuals. BYRON CENTER CHARTER SCHOOL shall give CHARTER HR EDUCATIONAL SERVICES, LLC written notice of such individuals. It shall be the sole responsibility of BYRON CENTER CHARTER SCHOOL to protect such valuables.

f) Discipline, Layoff, or Termination of Employees. BYRON CENTER CHARTER SCHOOL agrees to comply with all CHARTER HR EDUCATIONAL SERVICES, LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. BYRON CENTER CHARTER SCHOOL further agrees to immediately notify CHARTER HR EDUCATIONAL SERVICES, LLC of any material change in the current business operations of BYRON CENTER CHARTER SCHOOL.

g) Personnel Issues. In the event BYRON CENTER CHARTER SCHOOL becomes dissatisfied with the performance of any individual CHARTER HR EDUCATIONAL SERVICES, LLC employee assigned to BYRON CENTER CHARTER SCHOOL, CHARTER HR EDUCATIONAL SERVICES, LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

h) Applicant/Employee Background Checks. CHARTER HR EDUCATIONAL SERVICES, LLC, or its designated subcontractor shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), of all Covered

Employees. The results of the screening and investigation will be reported to CHARTER HR EDUCATIONAL SERVICES, LLC which will notify the Board President or his/her designee should there be any action proposed or necessitated by the Board according to applicable statute or if there is a conviction that could result in an issue, including a public relations issue, within the BYRON CENTER CHARTER SCHOOL community should the information become public. All costs or fees incurred by CHARTER HR EDUCATIONAL SERVICES, LLC in connection with the screening and investigation shall be billed to and paid by BYRON CENTER CHARTER SCHOOL. The results of the screening and investigation of pre-employment records must be made available for review by the GVSU Charter Schools Office. It is understood that CHARTER HR EDUCATIONAL SERVICES, LLC may choose to assign the applicant and employee background checks to an employee(s) of CHARTER HR EDUCATIONAL SERVICES, LLC assigned and located at BYRON CENTER CHARTER SCHOOL.

4. Term of Agreement. This Agreement shall commence on July 1, 2014 and continue for a period of twenty four months, through June 30, 2017. Either party may cancel this Agreement with or without cause at any time after June 30, 2017 with 90 days prior written notice. If, as a result of a change in the law, BYRON CENTER CHARTER SCHOOL and/or CHARTER HR EDUCATIONAL SERVICES, LLC becomes obligated for MPERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with GVSU, GVSU may require BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES, LLC to submit an entirely new Agreement for review by GVSU.

5. Fees. BYRON CENTER CHARTER SCHOOL shall pay CHARTER HR EDUCATIONAL SERVICES, LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to BYRON CENTER CHARTER SCHOOL equal to the total gross pay of all Covered CHARTER HR EDUCATIONAL SERVICES, LLC employees assigned to BYRON CENTER CHARTER SCHOOL multiplied times .0310 (the Service Fee rate). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said

billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement.

All benefits provided per 1.) d. and e. will be billed to BYRON CENTER CHARTER SCHOOL on a pay period basis. CHARTER HR EDUCATIONAL SERVICES, LLC will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of the effective date of the increase however, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. BYRON CENTER CHARTER SCHOOL, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective 90 days after the date of cost increase.

6. Additional Costs, Fees and Expenses. BYRON CENTER CHARTER SCHOOL shall pay all additional costs or expenses incurred by CHARTER HR EDUCATIONAL SERVICES, LLC that are incidental to the performance of this Agreement and that have prior approval of the Board President or his/her designee. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, and BYRON CENTER CHARTER SCHOOL approved training programs.

7. Payment of Costs, Fees and Expenses. BYRON CENTER CHARTER SCHOOL shall execute a Wire Transfer to CHARTER HR EDUCATIONAL SERVICES, LLC at least 48 hours prior to each payroll date, from the designated BYRON CENTER CHARTER SCHOOL account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the BYRON CENTER CHARTER SCHOOL Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any

errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts.

8. Insurance: The Academy's insurance policies will be in compliance with the M.U.S.I.C. requirements and in accordance with the limits required by GVSU. The Academy will be the first named insured and GVSU and CHARTER HR EDUCATIONAL SERVICES, LLC will also be named as an additional insured.

a) Vehicle Insurance. BYRON CENTER CHARTER SCHOOL shall provide liability insurance for any employee of CHARTER HR EDUCATIONAL SERVICES, LLC driving any vehicle during the time of day or work year he/she is assigned to BYRON CENTER CHARTER SCHOOL by CHARTER HR EDUCATIONAL SERVICES, LLC. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. BYRON CENTER CHARTER SCHOOL shall also provide personal injury protection coverage of \$1,000,000. BYRON CENTER CHARTER SCHOOL shall name CHARTER HR EDUCATIONAL SERVICES, LLC as an additional insured on these policies with thirty (30) days notice of cancellation or material change in such policies.

b) General Liability Insurance. BYRON CENTER CHARTER SCHOOL shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring BYRON CENTER CHARTER SCHOOL against bodily injury and property damage liability caused by BYRON CENTER CHARTER SCHOOL's premises operations or activities conducted off premises related to operation of BYRON CENTER CHARTER SCHOOL. The policy shall include blanket contractual liability and personal injury coverage. BYRON CENTER CHARTER SCHOOL shall name CHARTER HR EDUCATIONAL SERVICES, LLC as an additional insured on this policy with thirty (30) days written notice of cancellation or material change.

c) Professional Liability Insurance. BYRON CENTER CHARTER SCHOOL shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming CHARTER HR EDUCATIONAL SERVICES, LLC as an additional insured. BYRON CENTER CHARTER SCHOOL shall maintain a Worker's Compensation policy with an "if only" provision.

d) CHARTER HR EDUCATIONAL SERVICES, LLC M.U.S.I.C. Insurance Coverage. CHARTER HR EDUCATIONAL SERVICES, LLC shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy,

each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. CHARTER HR EDUCATIONAL SERVICES, LLC shall name BYRON CENTER CHARTER SCHOOL and GVSU as an additional insured on this policy within thirty (30) days and CHARTER HR EDUCATIONAL SERVICES, LLC shall provide written notice of cancellation or material change. BYRON CENTER CHARTER SCHOOL will reimburse CHARTER HR EDUCATIONAL SERVICES, LLC for all insurance premiums paid to secure the M.U.S.I.C. Insurance Coverage requirements, said premium shall be only for premiums incurred based on BYRON CENTER CHARTER SCHOOL student count and employee count at CHARTER HR EDUCATIONAL SERVICES, LLC.

9. Termination of Agreement.

a) This Agreement shall terminate and CHARTER HR EDUCATIONAL SERVICES, LLC shall be relieved of all responsibility under this Agreement as of the ending date of the last payroll period immediately preceding any of the following events:

- i) BYRON CENTER CHARTER SCHOOL files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for BYRON CENTER CHARTER SCHOOL is closed;
- iii) BYRON CENTER CHARTER SCHOOL requests a layoff of 25% of the workforce;
- iv) BYRON CENTER CHARTER SCHOOL and its successors and assigns discontinue operation;
- v) BYRON CENTER CHARTER SCHOOL meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vi) BYRON CENTER CHARTER SCHOOL's Contract with GVSU is discontinued or not renewed.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, which constitutes a default under the Agreement or allows CHARTER HR EDUCATIONAL SERVICES, LLC to terminate this Agreement.

viii) Failure of BYRON CENTER CHARTER SCHOOL to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.

ix) For any of the reasons indentified in Section 4, subject to Section 4 notice periods.

b) BYRON CENTER CHARTER SCHOOL may terminate this Agreement prior to the end of the term specified in Paragraph 4 or in the event that CHARTER HR EDUCATIONAL SERVICES, LLC shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended so long as CHARTER HR EDUCATIONAL SERVICES, LLC proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) CHARTER HR EDUCATIONAL SERVICES, LLC's failure to account for its expenditures or to pay it obligations as specifically noted in this agreement (provided funds are available to do so), (2) failure of CHARTER HR EDUCATIONAL SERVICES, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the BYRON CENTER CHARTER SCHOOL Board and communicated to CHARTER HR EDUCATIONAL SERVICES, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from CHARTER HR EDUCATIONAL SERVICES, LLC or from an educational consultant retained by the Board about matters concerning CHARTER HR EDUCATIONAL SERVICES, LLC's performance or the performance of the staff which are not reasonably corrected or explained; or (4) CHARTER HR EDUCATIONAL SERVICES, LLC's failure to abide by all applicable laws in its administration of this Agreement.

c) In the event BYRON CENTER CHARTER SCHOOL terminates this Agreement pursuant to this Paragraph, BYRON CENTER CHARTER SCHOOL shall pay all charges due under this Agreement through the last date of services provided by CHARTER HR EDUCATIONAL SERVICES, LLC.

10. Indemnification.

a) CHARTER HR EDUCATIONAL SERVICES, LLC. CHARTER HR EDUCATIONAL SERVICES, LLC shall indemnify and hold GVSU and BYRON

CENTER CHARTER SCHOOL, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by CHARTER HR EDUCATIONAL SERVICES, LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of CHARTER HR EDUCATIONAL SERVICES, LLC contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of CHARTER HR EDUCATIONAL SERVICES, LLC contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of CHARTER HR EDUCATIONAL SERVICES, LLC that results in violations of federal, state and local laws and regulations. CHARTER HR EDUCATIONAL SERVICES, LLC shall not be responsible to indemnify BYRON CENTER CHARTER SCHOOL for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to BYRON CENTER CHARTER SCHOOL and shall be not less than \$1,000,000 per occurrence.

b) BYRON CENTER CHARTER SCHOOL. To the extent permitted by law, BYRON CENTER CHARTER SCHOOL shall indemnify and hold GVSU and CHARTER HR EDUCATIONAL SERVICES, LLC, including its officers, directors and agents harmless from any and all claims, including employment related claims by BYRON CENTER CHARTER SCHOOL employees or applicants for employment as a BYRON CENTER CHARTER SCHOOL employee, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of BYRON CENTER CHARTER SCHOOL contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of BYRON CENTER CHARTER SCHOOL contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of BYRON CENTER CHARTER SCHOOL for violations of federal, state and local laws and regulations. BYRON CENTER CHARTER SCHOOL shall not indemnify CHARTER HR EDUCATIONAL



SERVICES, LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of BYRON CENTER CHARTER SCHOOL. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to CHARTER HR EDUCATIONAL SERVICES, LLC and shall be not less than \$1,000,000 per occurrence.

c) "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 the 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, 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."

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

The arbitration hearing will be held in Mecosta County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do

so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either BYRON CENTER CHARTER SCHOOL or CHARTER HR EDUCATIONAL SERVICES, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

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

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

12. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

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

BYRON CENTER CHARTER SCHOOL:

Byron Center Charter School

9930 Burlingame Ave SW

Byron Center, MI 49315

CHARTER HR EDUCATIONAL SERVICES, LLC:

CHARTER HR EDUCATIONAL  
SERVICES, LLC

801 Broadway NW, Suite 200

Grand Rapids, MI 49504

With a copy to:

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

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

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

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

17. No Third-Party Rights. This Agreement is intended solely for the benefit of CHARTER HR EDUCATIONAL SERVICES, LLC and BYRON CENTER CHARTER SCHOOL, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

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

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

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

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

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

23. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the BYRON CENTER CHARTER SCHOOL Board, except that CHARTER HR EDUCATIONAL SERVICES, LLC may assign its rights and duties to an entity within the CHARTER HR EDUCATIONAL SERVICES, LLC organization upon 60 days' written notice to the BYRON CENTER CHARTER SCHOOL Board and provided the BYRON CENTER CHARTER SCHOOL Board approves said assignment.

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

25. Governmental Immunity. No provision of this Agreement is intended to restrict the BYRON CENTER CHARTER SCHOOL Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit CHARTER HR EDUCATIONAL SERVICES, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law. BYRON CENTER CHARTER SCHOOL shall not waive or assert any rights to the sole detriment of CHARTER HR EDUCATIONAL SERVICES, LLC related to BYRON CENTER CHARTER SCHOOL's obligations to CHARTER HR EDUCATIONAL SERVICES, LLC under this agreement unless said actions are the result of an alleged breach of this Agreement by CHARTER HR EDUCATIONAL SERVICES, LLC.

26. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to BYRON CENTER CHARTER SCHOOL are BYRON CENTER CHARTER SCHOOL property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All BYRON CENTER CHARTER SCHOOL records shall be physically or electronically available, upon request, at BYRON CENTER CHARTER SCHOOL's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, CHARTER HR EDUCATIONAL SERVICES, LLC shall not restrict

the authorizer's, the public's, or the independent auditor's access to BYRON CENTER CHARTER SCHOOL's records consistent with applicable statutes.

27. Independent Auditor. CHARTER HR EDUCATIONAL SERVICES, LLC shall not select or designate the independent auditor, accounting firm or legal counsel for BYRON CENTER CHARTER SCHOOL. All finance and other records of CHARTER HR EDUCATIONAL SERVICES, LLC relating to BYRON CENTER CHARTER SCHOOL will be made available to BYRON CENTER CHARTER SCHOOL's independent auditor at the request of BYRON CENTER CHARTER SCHOOL or the auditor.

28. Procurement of Equipment, Materials, and Supplies. If CHARTER HR EDUCATIONAL SERVICES, LLC procures equipment, materials, and supplies at the request of or on behalf of BYRON CENTER CHARTER SCHOOL, CHARTER HR EDUCATIONAL SERVICES, LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by CHARTER HR EDUCATIONAL SERVICES, LLC on behalf of or as the agent of BYRON CENTER CHARTER SCHOOL are the property of BYRON CENTER CHARTER SCHOOL. When making a purchase on behalf of or as agent of BYRON CENTER CHARTER SCHOOL, CHARTER HR EDUCATIONAL SERVICES, LLC shall comply with Section 1274 of the Code as if BYRON CENTER CHARTER SCHOOL were making a purchase directly from a third party.

29. BYRON CENTER CHARTER SCHOOL Proprietary Rights. BYRON CENTER CHARTER SCHOOL owns all proprietary rights to curriculum or educational materials that:

a) are both directly developed and paid for by BYRON CENTER CHARTER SCHOOL;

b) were developed by CHARTER HR EDUCATIONAL SERVICES, LLC at the direction of the BYRON CENTER CHARTER SCHOOL Board with BYRON CENTER CHARTER SCHOOL funds dedicated for the specific purpose of developing such curriculum or educational materials.

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

30. Charter HR Educational Services LLC Proprietary Rights. CHARTER HR EDUCATIONAL SERVICES, LLC owns all proprietary rights over curriculum, educational or BYRON CENTER CHARTER SCHOOL management materials:

a) Previously developed or copyrighted by CHARTER HR EDUCATIONAL SERVICES, LLC or

b) Previous materials to this agreement that are not otherwise dedicated for the specific purpose of developing BYRON CENTER CHARTER SCHOOL curriculum, educational or BYRON CENTER CHARTER SCHOOL management materials.

All educational materials and teaching techniques used by BYRON CENTER CHARTER SCHOOL are subject to disclosure under the Code and the Freedom of Information Act.

31. Employment Liability. CHARTER HR EDUCATIONAL SERVICES, LLC is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

32. Marketing and Development. Should CHARTER HR EDUCATIONAL SERVICES, LLC provide marketing and development services to BYRON CENTER CHARTER SCHOOL, the cost paid by or charged to BYRON CENTER CHARTER SCHOOL shall be limited to those costs specific to the BYRON CENTER CHARTER SCHOOL program and shall not include any costs for the marketing and development of CHARTER HR EDUCATIONAL SERVICES, LLC.

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

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

BYRON CENTER CHARTER SCHOOL

By: Rebecca Mohrmann

Its President – Rebecca Mohrmann

CHARTER HR EDUCATIONAL SERVICES,  
LLC

By: Daniel S. Barcheski

Its President – Daniel S. Barcheski

Byron Center Charter School

9-8-12 FINAL AGREEMENT

Contract renewal through June 30, 2017

Axios Incorporated  
Byron Center Charter School  
2015 Renewal Pricing Agreement  
11-9-14

Rate Effective January 1, 2015

HR Administration Fee:	3.1% of Gross Payroll
SUTA Rate:	3.2% of first \$9,500.00 wages *
FUTA Rate:	.8% of first \$7,000.00 wages
Workers Compensation Rates:	8810 - \$.12
	8868 - \$.31

SUTA Rate decreased to 3.2% - estimated savings of (\$440.80)/year. \*Rate may be subject to change if State of MI changes the Obligation Assessment calculation for 2015.

Workers Compensation rates increased \$533.85/year.

HR Admin fee remained the same.

Thank you for your continued business.

Sincerely,

  
Kellie Haines

2015 Renewal Acceptance:

  
Byron Center Charter School

11-11-14  
Date



Amendment to Charter HR Educational Services, LLC (CHRES) Client Service Agreement  
for Byron Center Charter School

This is the FIRST amendment to the CLIENT SERVICE AGREEMENT ("First Amendment") is made into this 27 day of June, 2017, and to be effective July 1, 2017 by and between Charter HR Educational Services, LLC (CHRES) a Michigan Limited Liability company ("ACHR") and Byron Center Charter School a Michigan entity ("Client").

RECITALS:

WHEREAS, ACHR and Client entered in to a Client Service Agreement (the "Agreement"), as amended, signed November 11, 2014, effective July 1, 2014 to better meet Clients' core business in human resource-related areas; and

WHEREAS, Client and CHRES wish to amend the Agreement;

NOW, THEREFORE, Client and CHRES agree as follows:

1. Term of Agreement, Section 4 of the Client Service Agreement be amended to July 1, 2017 through June 30, 2020.
2. Revised: Section 5. a. Fees, CHRES will bill WPA .0322 of gross payroll for term listed in #1.
3. New: Section 1, i – Charter HR Educational Services, LLC (CHRES), as part of its hiring process, will not require or induce any current or future staff (including but not limited to teachers, administration, support staff, counselors and the like) to sign an offer letter, employment agreement, retention letter or similar that contains language which creates a non-compete scenario for the staff member.
4. No other changes. Other than as set forth in this First Amendment, no other terms or conditions of the Agreement are hereby altered, modified or amended.

The parties have entered into this First Amendment as of the date first set forth above.

Byron Center Charter School:

I certify the Amendment above has been approved by the Board of Directors of the Byron Center Charter School.

By: Candice Kowalski  
Board of Director – (President or Secretary)

Charter HR Educational Services, LLC (CHRES)

By: Kellie Haines  
Kellie Haines, Member

Amendment to Charter HR Educational Services, LLC (CHRES) Client Service Agreement  
for Byron Center Charter School

This is the SECOND amendment to the CLIENT SERVICE AGREEMENT ("First Amendment") is made into this 5<sup>th</sup> day of May, 2020, and to be effective July 1, 2017 by and between Charter HR Educational Services, LLC (CHRES) a Michigan Limited Liability company ("ACHR") and Byron Center Charter School a Michigan entity ("Client").

RECITALS:

WHEREAS, ACHR and Client entered in to a Client Service Agreement (the "Agreement"), as amended, signed November 11, 2014, effective July 1, 2014 to better meet Clients' core business in human resource-related areas; and

WHEREAS, Client and CHRES wish to amend the Agreement;

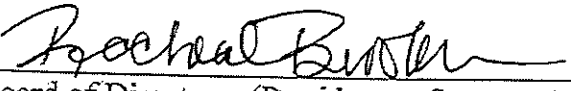
NOW, THEREFORE, Client and CHRES agree as follows:

1. Term of Agreement, Section 4 of the Client Service Agreement be amended to July 1, 2020 through June 30, 2023.
2. Revised: Section 5. a. Fees, CHRES will bill Byron Center Charter School .0322 of gross payroll. Revised January 10<sup>th</sup>, 2019, CHRES will bill Byron Center Charter School .031 of gross payroll for term listed in #1.
3. New: Section 1, l, i – Charter HR Educational Services, LLC (CHRES), as part of its hiring process, will not require or induce any current or future staff (including but not limited to teachers, administration, support staff, counselors and the like) to sign an offer letter, employment agreement, retention letter or similar that contains language which creates a non-compete scenario for the staff member.
4. No other changes. Other than as set forth in this First Amendment, no other terms or conditions of the Agreement are hereby altered, modified or amended.

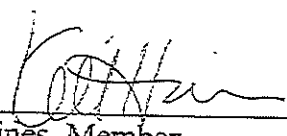
The parties have entered into this First Amendment as of the date first set forth above.

Byron Center Charter School:

I certify the Amendment above has been approved by the Board  
of Directors of the Byron Center Charter School.

By:   
Board of Director – (President or Secretary)

Charter HR Educational Services, LLC (CHRES)

By:   
Kellie Haines, Member

## AMENDMENT TO CLIENT SERVICE AGREEMENT

### ***Regarding Grand Valley State University Required Service Agreement Language Changes***

THIS THIRD AMENDMENT TO THE CLIENT SERVICE AGREEMENT originally effective July 1, 2014, (Third Amendment) is made and entered into this 23<sup>rd</sup> day of June, 2020 by and between Charter HR Educational Services, LLC, a Michigan limited liability company and Byron Center Charter School (Client).

#### RECITALS:

This amendment to the Client Services Agreement is to update required language from GVSU. This amendment will supersede the original contract language effective July 1, 2014:

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 revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.

Compliance with Authorizer ESP policies. Charter HR Educational Services, LLC will be responsible for complying with this Section only to the extent that these policies apply to human resource services support. Also, Charter HR Educational Services, LLC will only be responsible for supplying information that they have in their possession in regards to the Services includes in this Agreement:

- A. 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.

- B. 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.
- C. 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 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.
- D. 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.

WHEREAS, Client and CHRES wish to amend the Agreement;

NOW, THEREFORE, Client and CHRES agree as follows:

1. Term of Agreement, Section 4 of the Client Service Agreement be amended to July 1, 2020 through June 30, 2023.
2. Revised: Section 5. a. Fees, CHRES will bill Client .031 of gross payroll for term listed in #1.
3. New: Section 1, I, i – Charter HR Educational Services, LLC (CHRES), as part of its hiring process, will not require or induce any current or future staff (including but not limited to teachers, administration, support staff, counselors and the like) to sign an offer letter, employment agreement, retention letter or similar that contains language which creates a non-compete scenario for the staff member.
4. No other changes. Other than as set forth in this Third Amendment, no other terms or conditions of the Agreement are hereby altered, modified or amended.

The parties have entered into this SECOND AMENDMENT as of the date set forth above.

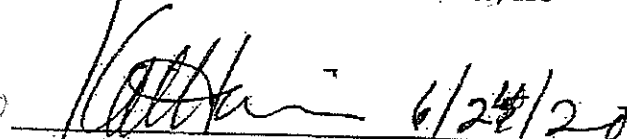
By:

Byron Center Charter School

Charter HR Educational Services, LLC

6/25/20

Racheal Brooker, Board President Date

6/25/20

Kellie Haines, Member

Date

**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: 5/5/20

  
Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the BCCS Board of Directors at a properly noticed open meeting held on the 5<sup>th</sup> day of May, 2020, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**

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

Please see separate folder on Contract CD for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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**Job Summary**

The Chief Administrative Officer (CAO) 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. While working closely with, and reporting directly to, the Board of Directors ("Board"), the CAO 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 CAO should have a larger vision for the future direction of the school while continuing to support and encourage the preservation of schools mission throughout the school.

**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
- **Supervise Staff**
  - Provide a sounding board for teaching staff
  - Monitor and attend teacher meetings
  - Participate in parent conferences as needed
  - Meet individually with faculty/staff as needed
  - Help provide resources for the teaching staff
  - Evaluate with the staff their in-service training needs and find, or help plan for, training experiences to meet these needs
  - Help facilitate communication between staff members, and between staff and parents
  - Participate in the interviewing and hiring of faculty and staff
  - Makes final decision and contacts media for changes in daily hours of operations
  - Develop school calendar for recommendation to the board
- **Drive Communication and Development for Parents**
  - 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 involvement in the school
- Consults with parent groups about planned activities
- Develop and maintain a parent handbook to acquaint parents with school program, procedures, policies, services, events, calendar, staff, etc
- **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
- **Program Responsibilities**
  - Determine resources and techniques to determine whether program goals are being met
  - 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
  - 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
- **Admissions**
  - Answer all inquiries and meet with parents as needed
  - Maintain relationship with current families of enrolled 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
- Previous experience working in a K-12 school required; some leadership experience preferred
- Robust leadership skills
- 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
- Business and administrative experience
- Five plus years of experience working with children
- Administrator/Principal certification and/or experience strongly recommended, or be eligible for Administrative Certification
- Prior classroom teaching experience preferred
- Criminal Justice Fingerprint/Background Clearance

### ***Physical Demands / Work Environment***

- Incumbent must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor

- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility  
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

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

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

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**Job Summary**

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

**Duties and Responsibilities**

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

### ***Knowledge, Skills, Abilities, & Personal Traits***

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

#### **Problem Solving**

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

#### **Student Focus & Management**

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

#### **Oral Communication**

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

#### **Team Work**

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

#### **Written Communication**

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

#### **Change Management**

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

#### **Organizational Support**

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

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

### **Planning/Organizing**

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

### **Safety and Security**

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

### ***Credentials and Experience***

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

### ***Physical Demands / Work Environment***

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

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

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

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**Job Summary**

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

**Duties and Responsibilities**

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

## **Knowledge, Skills, Abilities, & Personal Traits**

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

### **Problem Solving**

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

### **Student Focus & Management**

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

### **Oral Communication**

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

### **Team Work**

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

### **Written Communication**

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

### **Change Management**

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

### **Organizational Support**

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



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

#### **Planning/Organizing**

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

#### **Safety and Security**

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

#### ***Credentials and Experience***

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

#### ***Physical Demands / Work Environment***

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

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

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

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**Job Summary**

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

**Duties and Responsibilities**

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

## **Knowledge, Skills, Abilities, & Personal Traits**

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

### **Problem Solving**

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

### **Student Focus & Management**

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

### **Oral Communication**

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

### **Team Work**

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

### **Written Communication**

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

### **Change Management**

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

### **Organizational Support**

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

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

#### **Planning/Organizing**

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

#### **Safety and Security**

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

#### ***Credentials and Experience***

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

#### ***Physical Demands / Work Environment***

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

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

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

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**Job Summary**

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

**Duties and Responsibilities**

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

## **Knowledge, Skills, Abilities, & Personal Traits**

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

### **Problem Solving**

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

### **Student Focus & Management**

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

### **Oral Communication**

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

### **Team Work**

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

### **Written Communication**

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

### **Change Management**

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

### **Organizational Support**

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

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

#### **Planning/Organizing**

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

#### **Safety and Security**

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

#### ***Credentials and Experience***

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

#### ***Physical Demands / Work Environment***

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

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

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

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**Job Summary**

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

**Duties and Responsibilities**

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

**Knowledge, Skills, Abilities, & Personal Traits**

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

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



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

### ***Credentials and Experience***

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

### ***Physical Demands / Work Environment***

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

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

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

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**Job Summary**

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

**Duties and Responsibilities**

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

## **Knowledge, Skills, Abilities, & Personal Traits**

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

### **Problem Solving**

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

### **Student Focus & Management**

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

### **Oral Communication**

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

### **Team Work**

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

### **Written Communication**

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

### **Change Management**

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

### **Organizational Support**

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

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

#### **Planning/Organizing**

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

#### **Safety and Security**

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

#### ***Credentials and Experience***

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

#### ***Physical Demands / Work Environment***

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

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

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

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***Job Summary***

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

***Duties and Responsibilities***

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

***Knowledge, Skills, Abilities, & Personal Traits***

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

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

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

### ***Credentials and Experience***

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

### ***Physical Demands / Work Environment***

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

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

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

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**Job Summary**

The primary function of the school guidance counselor is to provide a comprehensive competency-based counseling program focused on the learning, personal/social and career/vocational needs of all students.

**Duties and Responsibilities**

- Adhere to and support board policy, school guidelines, administrative rules and directives
- Make him/herself available to all students seeking guidance and counseling services
- Advocate on behalf of the student and/or his/her family
- Take all necessary and reasonable precautions to protect students
- Facilitate outreach efforts to provide services to students, parents/guardians and staff
- Connect students, parents/guardians and staff with specialized referral agencies
- Understand, evaluate, and interpret academic performance data
- Interpret information about students to the student, their parents/guardians, and staff
- Implement individual and group counseling methods that are appropriate
- Conduct career and educational planning activities
- Participate in in-service activities promoted by the School
- Submit required reports promptly and accurately
- Create student schedules
- Perform other duties as assigned by the CAO

**Knowledge, Skills, Abilities, & Personal Traits**

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

**Problem Solving**

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

**Student Focus & Management**

- Manages difficult or emotional student situations
- Responds promptly to student needs

- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

### **Oral Communication**

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

### **Team Work**

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

### **Written Communication**

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

### **Change Management**

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

### **Organizational Support**

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

### **Planning/Organizing**

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

### **Safety and Security**

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



***Credentials and Experience***

- Bachelor's degree in Teaching, Counseling , Social Work or similar required
- Master Degree Preferred, Counseling or Social Work
- At least five years full time experience in education
- Criminal Justice Fingerprint/Background Clearance

***Physical Demands / Work Environment***

- Incumbent must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility  
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

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

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

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***Job Summary***

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

***Duties and Responsibilities***

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

***Knowledge, Skills, and Abilities***

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

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

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

### ***Credentials and Experience***

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

### ***Physical Demands / Work Environment***

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

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

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

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***Job Summary***

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

***Duties and Responsibilities***

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

***Knowledge, Skills, Abilities, & Personal Traits***

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

competencies:

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

### ***Credentials and Experience***

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

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

***Physical Demands / Work Environment***

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

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

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

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

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

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

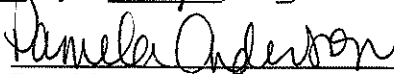
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 5/5/20

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Byron Center Charter Board of Directors at a properly noticed open meeting held on the 5<sup>th</sup> day of May, 2020, at which a quorum was present.

  
Board Secretary



**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## **ADMISSION OF STUDENTS**

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

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

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

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

The School Leader shall develop Administrative Procedures for the proper implementation of this policy.

Adopted 5/16/17  
Revised 6/26/18



# BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Mark Kasmer, Principal  
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: [office@byroncentercharter.org](mailto:office@byroncentercharter.org)

## **Administrative Guidelines Admission and Class Structure**

1. Byron Center Charter School is a free public school academy open to all age-appropriate children for the grade levels offered. Byron Center Charter School does not discriminate based on race, religion, creed, color, national origin, disability, English proficiency, measures of achievement or aptitude, homeless status, intellectual or athletic ability, or any other basis that would be illegal for an existing school district.
2. Admissions shall comply with all federal and state laws.
3. Admissions shall be limited to those students who are residents of the state, except foreign exchange students.
4. The school will predetermine the eligibility of enrollment for all new students.
5. The initial deadline to submit enrollment applications for the following school year is April 15.
6. Initial determinations of student enrollment for the following year will be communicated as soon as possible, yet no later than May 1st.
  - a. Currently enrolled students who submit the re-enrollment form by the deadline (April 15) will automatically continue enrollment in BCCS for the following year.
  - b. Eligible new students will be considered for enrollment in each grade/class that does not meet the enrollment cap by the April 15 deadline.
  - c. The siblings of current students, children of staff members and current members of the Board of Education will be given priority for enrollment.
  - d. In the event the number of new student applications exceeds the enrollment cap, a random selected lottery will be used to determine new enrollees.
  - e. The lottery will be held in the school's office as soon as all student eligibility is predetermined.
  - f. The lottery will identify the order of new students enrolled and those placed on a grade-/class-level waiting list.
7. If the enrollment cap is not met with students who enrolled by the April 15 deadline, an open enrollment to new students will continue until the grade/class is full on a first come-first serve basis.
8. If the enrollment cap is met with students who enrolled by the April 15 deadline, a waiting list will be maintained in the order as determined by the lottery followed by the order of new student applicants received by the school.
9. If at any time the number of students falls below the enrollment cap, new student applicants will be offered enrollment in the order designated by the waiting list.

10. Byron Center Charter School will hold a mandatory meeting for the parents/guardians of new students who are considered as first time (new) families to BCCS in early August.
  - a. A parent/guardian of a new student must attend or make alternative arrangements with the office in order to maintain enrollment for the upcoming school year.
  - b. The student will be considered to have dropped enrollment if a parent/guardian does not attend the meeting, and/or has not made alternative arrangements with the school within 2 business days after the date of designated meeting. The school may maintain enrollment if determined there to be legitimate extenuating circumstances.
11. At the start of each school year, Byron Center Charter School reserves the right to offer the slots of students enrolled to students on the waiting lists for enrollment after the second full day of school if enrolled students have not attended, and/or have not made prior arrangements for absences, and/or have not communicated their intent to remain enrolled with the school at the start of the year.

### **Class Structure (Enrollment Capacity)**

Each K-5 grade/class will have a maximum number of 22 students, and the maximum number in grades 6-12 is 24 students. The Board of Directors may authorize the cap to be raised in extenuating circumstances.

### **Foreign Exchange Students**

Foreign exchange students enrollments will not exceed 2 per year and may not be counted in the class/grade numbers.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

# 2020-2021

## BCCS CALENDAR (180 days)

9930 Burlingame Ave SW, Byron Center, MI 49315

Phone: 616-878-4852 Fax: 616-878-7196

K - 5 grades 8:00 am - 3:00 pm / 6 - 12 grades 8:00 am - 3:00 pm

Half day dismissal time is 11:15 am

### July '20

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

### August '20

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

### September '20

M	T	W	T	F
		1	2	3
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### October '20

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### November '20

M	T	W	T	F
1	2	3	4	5
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

### December '20

M	T	W	T	F
		1	2	3
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

### AUGUST

August 27 - Open House 6:00 pm - 7:30 pm

August 31 - First day of school - half day

### SEPTEMBER

September 3 - Picture day

September 4 - 7 - No school - Labor Day break

### OCTOBER

October 15 - half day P/T Conferences 12:30-8pm

October 16 - NO SCHOOL staff and students

October 30 - End of 1st Quarter (42 days)

### NOVEMBER

November 25 - 27 Thanksgiving Break

### DECEMBER

December 21 - January 1 - Winter Break

### JANUARY

January 4 - School resumes

January 20, 21, 22 -- 6th - 12th gr exams - 1/2 day all grades

January 22 - End of semester (47 days)

### FEBRUARY

February 15 - No school - Mid winter break\*\*\*\*

**\*May be cancelled if needed to cover snow days**

### MARCH

March 11 - half day - P/T Conferences 12:30-8pm

March 12 - NO SCHOOL staff and students\*\*\*\*

**\*May be cancelled if needed to cover snow days**

March 26 - end of 3rd Quarter (43 days)

March 23 - Kindergarten Roundup/new enroll open house

### APRIL

April 2 - 9 -- No School - Spring break

### MAY

May 25-26 -- Senior exams

May 27 - Senior Graduation 7:00 pm

May 31 - No school - Memorial Day

### JUNE

Jun 9, 10 11 -- 6th - 11th gr exams - 1/2 day all grades (48 days)

**Jun 14-18 as needed to cover cancelled days**

### January '21

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

31

### February '21

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

### March '21

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

### April '21

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### May '21

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

### June '21

M	T	W	T	F
		1	2	3
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

**Byron Center Charter School  
2020-2021 Middle School Schedule**

	<b>6th</b>	<b>7th</b>	<b>8th</b>
8:00 - 9:00	Physical Education	Math	Language Arts
9:05 - 10:05	History	Language Arts	Science
10:10 - 11:10	Language Arts	Physical Education	Math
11:15 - 11:45	Lunch	Lunch	Lunch
11:50 – 12:50	Band	History	Spanish I
12:55 - 1:55	Math	Band or History & Geography	
2:00 - 3:00	Science	Science	History

## Byron Center Charter School 2020 - 2021 High School Schedule

[illegible]



**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



# *BYRON CENTER CHARTER SCHOOL*

9930 Burlingame Ave. SW, Byron Center, MI 49315 Mark Kasmer, Principal  
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: [office@byroncentercharter.org](mailto:office@byroncentercharter.org)

Byron Center Charter School serves grades Kindergarten through 12<sup>th</sup> grade to age appropriate students.

**SCHEDULE 7-8**

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



# *BYRON CENTER CHARTER SCHOOL*

9930 Burlingame Ave. SW, Byron Center, MI 49315 Mark Kasmer, Principal  
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: [office@byroncentercharter.org](mailto:office@byroncentercharter.org)

Byron Center Charter School is located at 9930 Burlingame SW, Byron Center, MI 49315. It is an L-shaped building with a reddish brown brick and tan siding exterior. The playground is located behind the building along with a grass playing field.



**NEW ISSUE—BOOK-ENTRY ONLY****RATING: NOT RATED - SEE "RATING" HEREIN**

*In the opinion of Bond Counsel, subject to compliance with certain tax-related covenants, under existing law, interest on the Bonds (a) is excluded from gross income for federal income tax purposes and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and the Bonds and the interest thereon are exempt from all taxation provided by the laws of the State of Michigan except for inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition of such Bonds. See "TAX MATTERS" herein.*

**\$3,145,000****BYRON CENTER CHARTER SCHOOL  
REVENUE AND REFUNDING BONDS, SERIES 2007****Dated:** Date of Delivery**Due:** As shown on inside cover

The Byron Center Charter School Revenue and Refunding Bonds, Series 2007 (the "Bonds") will be issued by Byron Center Charter School, a public school academy operating under the laws of the State of Michigan (the "Academy"), as registered bonds in book-entry only form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry only form, in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof and purchasers will not receive physical certificates representing the ownership interest in the Bonds purchased by them. See "THE BONDS - Book-Entry-Only System."

The proceeds from the sale of the Bonds will be used to (i) provide funds to the Academy to construct, furnish and equip the Project (as defined herein); (ii) provide funds to the Academy to refund the Existing Indebtedness To Be Discharged (as defined herein); (iii) fund a debt service reserve fund; and (iv) provide funds to pay certain costs relating to the issuance of the Bonds and the refunding of the Existing Indebtedness To Be Discharged. Principal of, interest and premium, if any, on the Bonds, and any Additional Bonds (as defined herein), are payable from funds pledged under a Trust Indenture dated as of March 1, 2007 (the "Indenture"), between the Academy and U.S. Bank National Association, as Trustee (the "Trustee").

Interest on the Bonds will accrue from the date of delivery and will be payable semi-annually on each March 1 and September 1, commencing September 1, 2007. Principal of and interest on the Bonds will be paid by the designated office of the Trustee. So long as DTC or its nominee, Cede & Co., is the registered owner of the Bonds, such payments will be made directly to DTC. Disbursements of such payments to the Direct Participants (as defined herein) is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of the Direct Participants and the Indirect Participants (as defined herein), as more fully described herein.

The Bonds are subject to optional, mandatory and extraordinary redemption as described in this Official Statement. See "THE BONDS - Redemption of Bonds Prior to Maturity" herein.

THE BONDS, ANY ADDITIONAL BONDS AND ANY ADDITIONAL PARITY INDEBTEDNESS ARE FULL FAITH AND CREDIT OBLIGATIONS OF THE ACADEMY AND ARE PAYABLE FROM THE ACADEMY'S REVENUES AND RECEIPTS AND OTHER FUNDS PLEDGED THEREFOR PURSUANT TO THE INDENTURE. NO MORE THAN TWENTY PERCENT (20%) OF THE STATE SCHOOL AID (AS DEFINED HEREIN) RECEIVED BY THE ACADEMY IN EACH FISCAL YEAR MAY BE LEGALLY AVAILABLE TO PAY THE AMOUNTS DUE UNDER THE INDENTURE. ALL STATE SCHOOL AID RECEIVED BY THE ACADEMY IS SUBJECT TO ANNUAL APPROPRIATION BY THE MICHIGAN LEGISLATURE AND THE LEGISLATURE IS NOT REQUIRED TO APPROPRIATE MONIES FOR SUCH PURPOSE. THE BONDS DO NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL, SPECIAL, OR MORAL, OF THE STATE OF MICHIGAN, GRAND VALLEY STATE UNIVERSITY (THE AUTHORIZING BODY OF THE ACADEMY), OR ANY AGENCY OF THE STATE, AND NEITHER THE FULL FAITH AND CREDIT NOR ANY TAXING POWERS OF THE STATE, GRAND VALLEY STATE UNIVERSITY OR ANY AGENCY OF THE STATE ARE PLEDGED TO THE PAYMENT OF PRINCIPAL AND INTEREST WITH RESPECT TO THE BONDS. THE ACADEMY HAS NO TAXING POWER. SEE "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS," "ADDITIONAL INDEBTEDNESS" AND "RISK FACTORS" HEREIN.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Purchase of the Bonds involves a high degree of risk and the Bonds are a speculative investment. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision, and should give particular attention to the material under the caption "RISK FACTORS" herein.

The Bonds are offered when, as and if issued by the Academy and received and accepted by the Underwriter and subject to the approval of legality by Butzel Long, P.C., Bloomfield Hills, Michigan, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon by H. James Telman, Attorney and Counselor at Law, Grand Rapids, Michigan, as counsel to the Academy and by Butzel Long, P.C., Bloomfield Hills, Michigan as counsel to the Underwriter. It is expected that the Bonds in book-entry form will be available for delivery against payment therefor on or about March 13, 2007.

**Lake Forest Securities LLC**

Dated: March 6, 2007, as amended and supplemented March 12, 2007

**MATURITY SCHEDULE**

**\$3,145,000**

**BYRON CENTER CHARTER SCHOOL  
REVENUE AND REFUNDING BONDS, SERIES 2007**

\$540,000	Term Bonds due March 1, 2017	Interest Rate 4.750%	Yield 4.975%
\$880,000	Term Bonds due March 1, 2027	Interest Rate 5.500%	Yield 5.255%
\$650,000	Term Bonds due March 1, 2032	Interest Rate 5.500%	Yield 5.318%
\$1,075,000	Term Bonds due March 1, 2037	Interest Rate 5.600%	Yield 5.397%

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesperson or other person has been authorized by the Academy or the Underwriter to give any information or to make any representation with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy and, there shall not be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The descriptions of the documents in the Official Statement are summaries thereof and reference is made to the actual documents for a complete understanding of the contents of such documents.

The Trustee assumes no responsibilities for this Official Statement and has not reviewed or undertaken to verify any information contained herein.

Certain statement included or incorporated by reference in this Official Statement constitute "forward-looking statements" as described in the Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. See "INTRODUCTION - Forward-Looking Statements," herein.

IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE ACADEMY, DTC AND OTHER SOURCES THAT ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY AND COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE THE IMPLICATION THAT THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION SET FORTH HEREIN SINCE THE DATE HEREOF.

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OFFICIAL STATEMENT

\$3,145,000  
BYRON CENTER CHARTER SCHOOL  
REVENUE AND REFUNDING BONDS, SERIES 2007

INTRODUCTION

General

This Official Statement (including the cover page and Exhibits) is provided to furnish information in connection with the issuance and sale by Byron Center Charter School, a public school academy operating under the laws of the State of Michigan (the "Academy"), of its Byron Center Charter School Revenue and Refunding Bonds, Series 2007 in the aggregate principal amount of \$3,145,000 (the "Bonds").

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The Bonds are authorized by a resolution adopted by the Board of Directors of the Academy on February 19, 2007, the Constitution and laws of the State of Michigan (the "State"), particularly Executive Order No. 2002-3, compiled at §12.192 of the Michigan Compiled Laws ("M.C.L."), the State School Aid Act, Act No. 94 of the Public Acts of 1979 of the State, as amended, M.C.L. §388.1601 *et seq.*, (the "State School Aid Act") the Michigan Revised School Code, Act No. 451 of the Public Acts of 1976 of the State, as amended, M.C.L. §380.501 *et seq.* (the "Revised School Code") and the Michigan Nonprofit Corporation Act, Act No. 162 of the Public Acts of 1982 of the State, as amended, M.C.L. §450.2101 *et seq.* (the "Nonprofit Act").

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Indenture, a form of which is attached hereto as "EXHIBIT D."

Purpose of the Bonds

The Bonds will be issued under a Trust Indenture, dated as of March 1, 2007 (the "Indenture"), between the Academy and U.S. Bank National Association, as Trustee (the "Trustee"). The proceeds from the sale of the Bonds will be used to (i) provide funds to the Academy to construct, furnish and equip the Project (as defined below); (ii) provide funds to the Academy to refund the Existing Indebtedness To Be Discharged (as defined below); (iii) fund a debt service reserve fund; and (iv) provide funds to pay certain costs relating to the issuance of the Bonds and the refunding of the Existing Indebtedness To Be Discharged. Principal of, interest and premium, if any, on the Bonds are payable from funds pledged under the Indenture.

Security for the Bonds

The Bonds are the full faith and credit obligations of the Academy and are payable, on a parity basis with any Additional Bonds and any Additional Parity Indebtedness (as defined herein), from the Academy's revenues and receipts and other funds pledged therefor under the Indenture.

In order to ensure that the Academy will meet its obligations to make the payments due under the Indenture, the Academy has assigned a portion (not exceeding twenty percent (20%)) of the State School Aid to be received annually by the Academy from the State (the "Direct Payments") and other funds pledged by the Academy under the Indenture. Pursuant to the State School Aid Payment Agreement and Direction (the "State Aid Agreement") dated March 13, 2007, by and among the Academy, Grand Valley State University, as authorizing body and fiscal agent for the Academy under the Revised School Code, and the Trustee, the Direct Payments are to be paid to the Trustee and used to pay the annual debt service on the Bonds. The Bonds will be further secured by a mortgage and security agreement granting the Trustee a first mortgage lien, subject to permitted encumbrances, on the Academy's public school facility in Byron Center, Michigan (the "Facility"), including a security interest in the personal property of the Academy (the "Mortgage"), and by an Environmental Certificate and Indemnification Agreement granting the Trustee certain rights regarding environmental issues with respect to the Project and the Facility (the "Environmental Indemnification Agreement").



THE BONDS, ANY ADDITIONAL BONDS AND ANY ADDITIONAL PARTY INDEBTEDNESS ARE FULL FAITH AND CREDIT OBLIGATIONS OF THE ACADEMY AND ARE PAYABLE FROM THE ACADEMY'S REVENUES AND RECEIPTS AND OTHER FUNDS PLEDGED THEREFOR PURSUANT TO THE INDENTURE. NO MORE THAN TWENTY (20%) PERCENT OF THE STATE SCHOOL AID RECEIVED BY THE ACADEMY IN EACH FISCAL YEAR MAY BE LEGALLY AVAILABLE TO PAY THE AMOUNTS DUE UNDER THE INDENTURE. ALL STATE SCHOOL AID RECEIVED BY THE ACADEMY IS SUBJECT TO ANNUAL APPROPRIATION BY THE STATE LEGISLATURE AND THE LEGISLATURE IS NOT REQUIRED TO APPROPRIATE MONIES FOR SUCH PURPOSE. THE BONDS DO NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL, SPECIAL, OR MORAL, OF THE STATE, GRAND VALLEY STATE UNIVERSITY (THE AUTHORIZING BODY OF THE ACADEMY), OR ANY AGENCY OF THE STATE, AND NEITHER THE FULL FAITH AND CREDIT NOR ANY TAXING POWERS OF THE STATE, GRAND VALLEY STATE UNIVERSITY OR ANY AGENCY OF THE STATE ARE PLEDGED TO THE PAYMENT OF PRINCIPAL AND INTEREST WITH RESPECT TO THE BONDS. THE ACADEMY HAS NO TAXING POWER. SEE "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS" AND "RISK FACTORS" HEREIN.

### **Forward-Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute "forward looking statements" as described in the Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "estimate," "expect," "intend," "anticipate," "believe," "may," "will," "continue" and similar expressions. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Neither the Academy, the Underwriter nor any other party plans to issue any updates or revisions to those forward-looking statements if or when such expectations, events, conditions or circumstances upon which such statements are based occur.

## **THE ACADEMY**

The Academy is a public school academy operating as a Michigan nonprofit corporation and governmental agency of the State, organized pursuant to the Revised School Code and the Nonprofit Act. The Academy is chartered through Grand Valley State University. The Academy began operations in 1996 offering grades K-8 to 85 students. The Academy added a grade each year until 2002, when it began offering grades K-12. Fall enrollment for the 2006-07 school year was 193 students in grades K-12. The Academy has entered into a management agreement with West Michigan Education Services d/b/a Woodbridge Group, a Michigan nonprofit corporation ("Woodbridge"), pursuant to which Woodbridge manages the affairs of and provides educational services to the Academy. For additional information regarding the Academy and Woodbridge, see "EXHIBIT A: BYRON CENTER CHARTER SCHOOL."

## **THE BONDS**

### **General**

The Bonds will be issuable as fully registered bonds without coupons in denominations of \$5,000 or an integral multiple of \$5,000 in excess thereof ("Authorized Denominations"). The Bonds will mature on the date and in the amounts set forth on the inside cover page of this Official Statement, subject to redemption prior to maturity, and will bear interest until paid at the rates shown on the inside cover page of this Official Statement payable semi-annually on March 1 and September 1 of each year, commencing on September 1, 2007 (each "Interest Payment Date").

Interest on the Bonds is computed on the basis of a 360-day year comprised of twelve 30-day months. Payments of principal of and premium, if any, with respect to the Bonds will be made upon surrender of the Bonds at the designated office of the Trustee. Payments of interest on the Bonds will be made by check or draft mailed

or before each Interest Payment Date to the registered owner thereof as of the Record Date at his or her address as it last appears on the registration books of the Trustee irrespective of any transfer or exchange of the Bonds subsequent to the Record Date and prior to such Interest Payment Date. The "Record Date" means the 15th day of the calendar month immediately preceding any Interest Payment Date, or as otherwise specified in the Indenture.

### Redemption of Bonds Prior to Maturity

#### *Optional Redemption*

The Bonds maturing on March 1, 2017 are NOT subject to optional redemption prior to maturity. The Bonds maturing on March 1, 2027, 2032 and 2037 are subject to redemption at the option of the Academy in whole or in part on any day commencing on or after March 1, 2014, which date shall be the first day for which notice of redemption may be given under the Indenture, at a redemption price equal to 103% of the principal amount thereof if redeemed prior to March 1, 2015 and 100% of the principal amount thereof if redeemed on or after March 1, 2015, plus accrued interest to the redemption date.

#### *Mandatory Sinking Fund Redemption*

The Bonds maturing on March 1, 2017, March 1, 2027, March 1, 2032 and March 1, 2037 are subject to annual mandatory redemption by lot prior to maturity on March 1 in the years and amounts (subject to reduction as set forth in Section 2.11(b) of the Indenture) set forth below at a price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption:

#### **Series 2007 Bonds Due March 1, 2017:**

<u>Redemption Date</u> <u>March 1</u>	<u>Principal Amount</u>
2008	
2009	\$50,000
2010	\$45,000
2011	\$45,000
2012	\$50,000
2013	\$50,000
2014	\$55,000
2015	\$55,000
2016	\$60,000
2017*	\$65,000
	\$65,000

#### **Series 2007 Bonds Due March 1, 2027:**

<u>Redemption Date</u> <u>March 1</u>	<u>Principal Amount</u>
2018	\$70,000
2019	\$70,000
2020	\$75,000
2021	\$80,000
2022	\$85,000
2023	\$90,000
2024	\$95,000
2025	\$100,000
2026	\$105,000
2027*	\$110,000

\* Final Maturity

**Series 2007 Bonds Due March 1, 2032:**

<u>Redemption Date</u> <u>March 1</u>	<u>Principal Amount</u>
2028	\$115,000
2029	\$125,000
2030	\$130,000
2031	\$135,000
2032*	\$145,000

**Series 2007 Bonds Due March 1, 2037:**

<u>Redemption Date</u> <u>March 1</u>	<u>Principal Amount</u>
2033	\$155,000
2034	\$160,000
2035	\$170,000
2036	\$180,000
2037*	\$410,000

\* Final Maturity

***Mandatory Redemption Upon Determination of Taxability***

The Bonds are subject to mandatory redemption prior to maturity, as a whole and not in part, on the earliest practicable date for which notice can be given following the occurrence of a Determination of Taxability under the Indenture, at a redemption price equal to 103% of the principal amount thereof plus accrued interest to the redemption date.

***Mandatory Redemption of Bonds Upon Occurrence of Certain Events***

The Bonds are subject to mandatory redemption in whole at any time or in part (and if in part in Authorized Denominations; provided that no Bond may be redeemed in part if the principal amount to be outstanding following such partial redemption is not an Authorized Denomination) on any Interest Payment Date, at a redemption price equal to 103% of the aggregate principal amount of the Bonds to be redeemed plus accrued interest to the redemption date, in an amount equal to the net proceeds of any insurance or condemnation award deposited with the Trustee for the purpose of redemption as provided in the Indenture.

The Bonds are subject to mandatory redemption in whole, at any time, at a redemption price equal to 103% of the aggregate principal amount of the Bonds plus accrued interest to the redemption date if, as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Academy in good faith, the Indenture shall have become void or unenforceable or impossibility of performance in accordance with the intent and purposes of the parties as expressed in the Indenture.

***Method of Selecting Bonds***

If less than all the outstanding Bonds are called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in Authorized Denominations and no Bond may be redeemed in part if the principal amount to be outstanding followed such partial redemption is not an Authorized Denomination. If less than the principal amount of a Bond is called for redemption, the Academy shall execute and the Trustee shall

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authenticate and deliver, upon surrender of such Bond and without charge to the holder thereof, Bonds in any of the Authorized Denominations in exchange for the unredeemed principal amount of such Bond.

### **Notices of Redemption**

Notice of redemption shall be mailed by the Trustee by first class mail at least 30 days but not more than 45 days before any redemption date to the Registered Owner of each Bond to be redeemed in whole or in part at its last address appearing on the Bond Register; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed in any of the Authorized Denominations. SEE Section 2.13 of "EXHIBIT D - FORM OF THE TRUST INDENTURE" below for additional information.

### **Book-Entry-Only System**

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate in typewritten form will be issued for each stated maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, REFERENCES HEREIN TO BONDHOLDERS, HOLDERS OR OWNERS OF THE BONDS (OTHER THAN UNDER THE CAPTION "TAX MATTERS" HEREIN) SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation, (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings,

from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Academy as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, premium, if any, and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participant's accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Academy or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Academy. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered. The Academy may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository); in the event, the Bond certificates will be printed and delivered to the Participants for delivery to the Beneficial Owners. The information in this section concerning DTC and DTC's book entry system has been obtained from sources that the Academy believes to be reliable, but the Academy assumes no responsibility for the accuracy thereof.

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NEITHER THE ACADEMY, THE TRUSTEE, NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS WITH RESPECT TO (i) THE ACCURACY OF ANY RECORDS MAINTAINED BY THE DEPOSITORY OR ANY PARTICIPANT; (ii) THE PAYMENT BY THE DEPOSITORY TO ANY PARTICIPANT OR BY ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT, OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS; (iii) THE DELIVERY OF ANY NOTICE BY THE DEPOSITORY TO ANY PARTICIPANT OR BY ANY PARTICIPANT TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO BONDHOLDERS UNDER THE TERMS OF THE INDENTURE; (iv) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (v) ANY OTHER ACTION TAKEN BY THE DEPOSITORY AS OWNER OF THE BONDS.

## SOURCES OF PAYMENT AND SECURITY FOR THE BONDS

### General

The Bonds are full faith and credit obligations of the Academy and are payable, on a parity basis with any Additional Bonds and any Additional Parity Indebtedness, from and secured by: (a) all moneys in the Bond Fund, Reserve Fund and the Project Fund, including the proceeds of the Bonds pending disbursement thereof; (b) all rights of the Trustee in the Pledged State Aid; (c) all of the proceeds of the foregoing, including without limitation, investments thereof; and (e) any and all other interest in real or personal property of every name and nature delivered, mortgaged, pledged or hypothecated, as and for additional security for the Bonds by the Academy pursuant to the Indenture. The Academy has pledged a portion of its State School Aid payments to pay the amounts due under the Indenture and with respect to this pledge the Academy has entered into the State Aid Agreement relating to the intercept and/or advance of its State School Aid payments. The Bonds will be further secured by the Mortgage granting the Trustee a first mortgage lien, subject to permitted encumbrances, on the Facility and a security interest in the personal property of the Academy and by the Environmental Indemnification Agreement of the Academy.

THE BONDS, ANY ADDITIONAL BONDS AND ANY ADDITIONAL PARITY INDEBTEDNESS ARE FULL FAITH AND CREDIT OBLIGATIONS OF THE ACADEMY AND ARE PAYABLE FROM THE ACADEMY'S REVENUES AND RECEIPTS AND OTHER FUNDS PLEDGED THEREFOR PURSUANT TO THE INDENTURE. NO MORE THAN TWENTY (20%) PERCENT OF THE STATE SCHOOL AID RECEIVED BY THE ACADEMY IN EACH FISCAL YEAR MAY BE LEGALLY AVAILABLE TO PAY THE AMOUNTS DUE UNDER THE INDENTURE. ALL STATE SCHOOL AID RECEIVED BY THE ACADEMY IS SUBJECT TO ANNUAL APPROPRIATION BY THE STATE LEGISLATURE AND THE LEGISLATURE IS NOT REQUIRED TO APPROPRIATE MONIES FOR SUCH PURPOSE. THE BONDS DO NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL, SPECIAL, OR MORAL, OF THE STATE, GRAND VALLEY STATE UNIVERSITY (THE AUTHORIZING BODY OF THE ACADEMY), OR ANY AGENCY OF THE STATE, AND NEITHER THE FULL FAITH AND CREDIT NOR ANY TAXING POWERS OF THE STATE, GRAND VALLEY STATE UNIVERSITY OR ANY AGENCY OF THE STATE ARE PLEDGED TO THE PAYMENT OF PRINCIPAL AND INTEREST WITH RESPECT TO THE BONDS. THE ACADEMY HAS NO TAXING POWER.

### Additional Bonds

The Indenture permits the issuance of Additional Bonds (the "Additional Bonds"), which shall be secured on a parity basis with the Bonds, but only if the Academy provides a certificate to the Trustee signed by an authorized representative of the Academy that demonstrates to the satisfaction of the Trustee that the maximum aggregate annual debt service in any fiscal year of the Academy on (a) the Bonds, (b) the Additional Bonds proposed to be issued, and (c) any Additional Parity Indebtedness, does not exceed twenty percent (20%) of the amount of State School Aid paid to the Academy for the Academy's most recently completed fiscal year. In no event shall the Academy incur any additional indebtedness (including Additional Bonds) if such incurrence would cause the Academy's Debt Service Coverage Ratio (as defined in the Indenture) to be less than 1.20 to 1.00. See also "ADDITIONAL INDEBTEDNESS" below for a description of the terms and conditions under which the Academy may incur additional indebtedness that may also be secured on a parity basis with the Bonds.

### State School Aid Pledge

Pursuant to the Indenture, the Academy has pledged the State School Aid payments to be received by it in each fiscal year from the State (the "Pledged State Aid") to pay the Bond Payments (which are defined in the Indenture as the principal of, premium, if any, and interest on the Bonds), , and all other payments due under the Indenture including the expenses of the Academy and the Trustee under the Indenture; *provided that the Pledged State Aid applied by the Trustee under the Indenture on behalf of the Academy to pay Bond Payments under the Indenture in any fiscal year of the Academy shall not exceed twenty percent (20%) of the amount of State School Aid payable to the Academy in such fiscal year.*

The Academy agrees under the Indenture that if the State School Aid Act is modified to provide for a different schedule of periodic State School Aid payments than that now in effect, the Academy, by written notice to the Trustee and the State Treasurer, may designate different payment dates (and, to the extent necessary, different payment amounts) to provide for timely receipt of State School Aid payments consistent with such revised State School Aid payment schedule.

### Direct Transfer of State School Aid for Bond Payments under the Indenture

Under the Indenture the Academy has agreed to pay the Bond Payments and other payments required under the Indenture from the State School Aid to be allocated to it and payable in the first instance to its Authorizing Body. The Academy and its Authorizing Body in the State Aid Agreement agree that the State Treasurer is irrevocably directed, starting in March, 2007, to transmit an amount approximately equal to 1/11 of the annual principal payments scheduled on the Bonds plus 1/11 of the annual interest obligation on the Bonds plus 1/11 of the Scheduled Installment Payments (as defined in the Indenture) on or before the 20<sup>th</sup> of each January, February, March, April, May, June, July, August, October, November and December directly to the Trustee; *provided, that the amounts transmitted in any fiscal year of the Academy to pay Bond Payments shall not exceed twenty percent (20%) of the amount of State School Aid payable to the Academy in such fiscal year.*

If for any reason the amount held by the Trustee on the due date of any Bond Payment or other amount due under the Indenture is insufficient to pay such payments when due under the Indenture, then in that event the Academy pledges to use any and all other available funds to satisfy such payment obligations.

In addition, if, on the due date for any payment under the Indenture, the funds on deposit with the Trustee are insufficient to pay such payment when due under the Indenture, the Academy, pursuant to the State School Aid Act to the extent necessary to meet that payment obligation, authorizes and directs the State Treasurer to intercept and/or advance not to exceed 97% of any State School Aid payment to be made to or for the Academy which is dedicated for distribution or for which the appropriation authorizing such payment has been made. Any such advance will be made directly to the Trustee and applied on the following priority basis: first, the amount required to pay the Bond Payment due under the Indenture shall be held and applied by the Trustee for that purpose; second, amounts due to the Trustee under the Indenture shall be held and applied for such purpose; and third, any remaining amount shall be immediately distributed to or as otherwise directed by the Academy. The Indenture provides that any such intercept and/or advance process with respect to the Academy shall continue until sufficient funds are deposited with the Trustee to pay all of the Bond Payments, Academy Payments and other payments due under the Indenture. Notwithstanding the foregoing, no more than twenty (20%) percent of the State School Aid payments received by the Academy in each fiscal year may be legally available to pay Bond Payments due under the Indenture.

### State School Aid Source

#### General

The primary source of revenue received by the Academy is State School Aid which is a per pupil foundation allowance provided by the State for all public schools (including public school academies). The amount of State School Aid received by any individual school (including the Academy) is based upon its per pupil

enrollment. The amount of State School Aid available in any year to pay the per pupil allowance is subject to appropriation by the Michigan Legislature.

See "EXHIBIT A - BYRON CENTER CHARTER SCHOOL - State Aid Payments" for the Academy's State School Aid per pupil allowance for the 2001-02 through 2006-07 fiscal years.

Pursuant to the State School Aid Act, a public school academy's annual entitlement to State School Aid for the 2006-07 fiscal year shall be paid in installments equal to one-eleventh of such entitlement on the 20<sup>th</sup> (or if the 20<sup>th</sup> falls on a Saturday, Sunday or legal holiday, on the immediately preceding regular business day) in each of the months of October through August, subject to certain statutory adjustments.

#### ***Pupil Membership Counts***

State School Aid is paid to a public school academy on a per pupil basis. The State School Aid Act currently provides that pupil membership is based on a blended count of 75% of the current September count plus 25% of the prior February supplemental count, all as determined by the Michigan Department of Education. The State School Aid Act contains alternative methodologies for determining pupil counts for public school academies which have been in existence less than two years or which have suspended operations for one or more semesters. For school districts, including public school academies, which have pupils enrolled in a grade level that was not offered the prior year, pupil membership counts for that grade level are based on an average of the current September count and the following February supplemental count, all as determined by the Michigan Department of Education. None of the alternative methodologies for determining pupil counts currently apply to the Academy.

#### ***Legislative Changes in the State School Aid Act***

The State School Aid Act may be modified by the Michigan Legislature, subject only to certain State constitutional parameters. The amount, timing and methodology for calculation of State School Aid have changed significantly in recent years. State School Aid payments are subject to annual appropriation and future modification by the Michigan Legislature, subject only to such constitutional parameters.

#### ***State School Aid and Additional Indebtedness***

The Academy reserves the right under the Indenture to pledge its State School Aid to other indebtedness on a parity basis with the Bonds, provided that such other indebtedness satisfies the requirements for parity debt under the Indenture. See "Additional Bonds" above and "ADDITIONAL INDEBTEDNESS" below.

#### **The Reserve Fund**

The Reserve Fund will be established pursuant to the Indenture and fully funded with proceeds from the Bonds in an amount equal to the Reserve Fund Requirement. The "Reserve Fund Requirement" means an amount equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds, (b) 125% of the average annual principal and interest requirements on the Bonds, or (c) 10% of the original principal amount of the Bonds (net of original issue discount). Monies held in the Reserve Fund in excess of the Reserve Fund Requirement shall be transferred by the Trustee to the credit of the Revenue Account of the Bond Fund and used to pay debt service on the Bonds.

#### **The Bond Fund**

The Bond Fund will be established pursuant to the Indenture and each trust account therein shall be funded as described below. Within the Bond Fund there shall be established separate trust accounts to be designated the "Revenue Account," the "State Aid Intercept Account" and the "Redemption Account."



Security or its realization as collateral; (c) investment earnings transferred from the Reserve Fund; and (d) all moneys received by the Trustee under the Indenture for deposit in the Revenue Account of the Bond Fund, including Surplus Bond Proceeds (as defined herein and in the Indenture), if any. Amounts on deposit in the Revenue Account shall be used to pay debt service on the Bonds.

#### ***The State Aid Intercept Account***

The State Aid Intercept Account shall be funded with all Scheduled Installment Payments made pursuant to the State Aid Agreement. Amounts on deposit in the State Aid Intercept Account of the Bond Fund shall be paid out and applied in the following order of priority: (a) first, amounts will be transferred to the Revenue Account of the Bond Fund to satisfy any Installment Payment required to be made by the Academy; (b) second, amounts will be transferred to the Reserve Fund to satisfy any Reserve Fund Payment required to be made by the Academy; (c) third, as specified in the Indenture and/or as periodically directed by an authorized officer of the Academy, amounts will be used to pay any additional payments required to be made by the Academy to the Trustee or otherwise under the Indenture; and (d) fourth, so long as no Event of Default has occurred and is continuing and after satisfaction of all Installment Payments, any additional payments and Reserve Fund Payments, if any, then due or coming due during the month of such payment, the balance of any moneys remaining in the State Aid Intercept Account shall be distributed to the Authorizing Body or as otherwise directed by the Academy.

#### ***Redemption Account***

The Redemption Account shall be funded with all payments received by the Trustee under the Indenture for deposit in the Redemption Account. Monies on deposit in the Redemption Account shall be used to redeem Bonds in accordance with their terms, subject to the provisions for redemption of Bonds in the Indenture.

#### **The Project Fund**

The Project Fund will be established pursuant to the Indenture and funded with: (a) certain proceeds of the Bonds as more particularly set forth in "SOURCES AND USE OF FUNDS" herein; and (b) any other moneys received by the Trustee from any source for the Project. Monies on deposit in the Project Fund shall be used to pay Costs of the Project and to implement the Academy Refunding, in accordance with the disbursement procedure set forth in the Indenture. Following the implementation of the Academy Refunding and upon the completion of the Project and the Trustee's receipt of the Completion Certificate, the Trustee shall deposit any funds, including earnings, remaining in the Project Fund (i.e., Surplus Bond Proceeds) into the Revenue Account of the Bond Fund to be used to pay principal on the Bonds on the next available Bond Payment Date.

#### **The Mortgage and the Environmental Indemnification Agreement**

As additional security for the Bonds, the Academy will deliver, and the Trustee will receive, a first mortgage lien and security interest, subject to permitted encumbrances, on the real and personal property owned by the Academy to secure the payment of amounts due under the Indenture.

Under the State School Aid Act, property of a public school academy that was acquired substantially with funds appropriated under such Act is required to be transferred to the State by the public school academy in certain events, including revocation of its charter or if its charter has not been reissued by the authorizing body. In such event, the State School Aid Act authorizes the State Treasurer to sell such property and requires the State Treasurer to apply the net proceeds from such sale first to pay any debt of the public school academy secured by such property, and, second, to deposit any remaining amount into the State School Aid fund.

There are potential risks relating to environmental liability associated with ownership of or secured lending with respect to real property. The Academy is aware of certain environmental issues relating to the Facility and has obtained various environmental reports regarding the Facility. See "RISK FACTORS - Environmental Issues

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Regarding the Facility" for a description of the environmental reports. Additionally, the Academy has entered into the Environmental Indemnification Agreement with the Trustee regarding certain environmental issues with respect to the Facility.

#### Certain Financial Information Concerning the State

Complete financial statements of all of the State's funds as included in the State's Comprehensive Annual Financial Report ("CAFR") prepared by the State's Office of the State Budget are available from the Office of the State Budget website at [www.michigan.gov/budget](http://www.michigan.gov/budget). The State has agreed to file its CAFR with the Nationally Recognized Municipal Securities Information Repositories and the State Information Depository (as described in Rule 15c2-12(b)(5) of the Securities and Exchange Commission) annually.

#### **PLAN OF FINANCING**

The Bonds are being issued pursuant to a financing plan for the Academy that includes both a project-financing component and a refunding component. The proceeds from the sale of the Bonds, along with other available funds, will be applied to each component of the financing plan as described below, as well as to pay costs related to the issuance of the Bonds and the costs related to the refunding of the Existing Indebtedness To Be Discharged.

##### Project Financing Component

The "Project" consists of (i) the construction, furnishing and equipping of four (4) new classrooms and (ii) the renovation and development of certain outdoor fields and play areas at the Facility.

##### Refunding Component

A portion of the proceeds of the Bonds as well as certain funds on deposit under the trust indentures relating to the Existing Indebtedness To Be Discharged will be used to currently refund the "Existing Indebtedness To Be Discharged," which consists of (i) the outstanding principal amount of the original \$1,825,000 Full Term Certificates of Participation, Series 2000, Evidencing Proportionate Interests of the Owners thereof in a Financing Agreement with the Academy, of which \$1,725,000 remains outstanding (the "2000 Certificates"); and (ii) the outstanding principal amount of the original \$500,000 Full Term Certificates of Participation, Series 2002, Evidencing Proportionate Interests of the Owners thereof in a Financing Agreement with the Academy, of which \$500,000 remains outstanding (the "2002 Certificates"). The Existing Indebtedness To Be Discharged is being refunded in order to restructure the Academy's indebtedness and generate a savings therefrom. A portion of the proceeds of the Bonds will be credited to the Project Fund under the Indenture and, as soon as possible after the issuance of the Bonds, will be transferred to the trustees for the holders of the Existing Indebtedness To Be Discharged. The amounts so deposited, together with other available funds, will be invested which, together with interest earnings thereon, will be sufficient to pay all principal of, premium, and interest on the Existing Indebtedness To Be Discharged. The Existing Indebtedness To Be Discharged will be called for redemption on May 1, 2007. Any amounts remaining after the redemptions will be deposited in the Project Fund or the Bonds.

Robert Thomas CPA, LLC, Shawnee Mission, Kansas, at the time of delivery of the Bonds will deliver a report on the accuracy of the arithmetical and mathematical computations of the adequacy of the amounts from a portion of the proceeds of the Bonds and other available funds invested, together with the interest income thereon and uninvested cash, if any, to pay when due the principal of, redemption premium and interest on the Existing Indebtedness To Be Discharged.

#### **SOURCES AND USES OF FUNDS**

Proceeds from the sale of the Bonds, together with other available funds, will be used to: (i) provide funds to the Academy to construct, furnish and equip the Project; (ii) provide funds to the Academy to refund the Existing Indebtedness To Be Discharged; (iii) fund a debt service reserve fund; and (iv) provide funds to pay certain costs relating to the issuance of the Bonds and the refunding of the Existing Indebtedness To Be Discharged.

Transfers from the Reserve Account and the Certificate Account to the Redemption Account under the trust indenture for the 2000 Certificates	249,180.12
Transfers from the Reserve Account and the Certificate Account to the Redemption Account under the trust indenture for the 2002 Certificates	79,217.14
Net Original Issue Premium/(Discount)	65,450.00
Total Sources:	\$3,538,847.26
Uses of Funds:	
Deposit to Project Fund for Costs of the Project	\$ 730,000.00
Deposit to 2000 Redemption Account to refund the 2000 Certificates	1,776,807.12
Deposit to 2002 Redemption Account to refund the 2002 Certificates	529,598.90
Deposit to Debt Service Reserve Fund	219,040.00
Costs of Issuance (including Underwriter's discount) *	283,401.24
Total Uses:	\$3,538,847.26

\* Includes estimated costs for legal, accounting, Trustee, printing and other expenses relating to the issuance of the Bonds and the refunding of the Existing Indebtedness To Be Discharged.

#### General

#### CHARTER SCHOOLS IN MICHIGAN

In December of 1993, Michigan became the ninth state to pass charter school legislation. The current charter school statute is codified in the Revised School Code, § 380.501 - 380.507 of the Michigan Compiled Laws (M.C.L.). In Michigan, charter schools are known as public school academies. A public school academy is a state-supported public school that is funded through the State School Aid Act (1979 PA 94, as amended, M.C.L. 388.1601, *et. seq.*) and receives funding through a per pupil base foundation allowance. For the 2006-2007 school year, the per pupil allowance is approximately \$7,385. For more information regarding funding for the Academy, See "EXHIBIT A - BYRON CENTER CHARTER SCHOOL - State Aid Payments." See "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS - State School Aid Source" herein.

According to the Michigan Association of Public School Academies ("MAPSA"), there were 225 public school academies serving approximately 92,000 students during the 2005-06 school year and 230 public school academies serving 100,000 students during the 2006-07 school year. Approximately 60% of charter students are minorities and 56% of them qualify for free- or reduced-price lunch. Nearly 85% of Michigan's public school academies had increased or steady enrollment for the 2003-04 school year, and more than two-thirds of those schools have waiting lists. About 8% of charter students have special needs.

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### Michigan Supreme Court Upholds Law

The Michigan Supreme Court ruled 5-1 on July 30, 1997 that Michigan's original public school academy law was constitutional. The Court ruled that "1993 PA 362 does not violate Constitution 1963, article 8 section 2 or section 3. Further, . . . the 1994 PA 416 repealer is valid and enforceable, requiring remand to the trial court for vacation of the injunction and entry of an order to the Department of Treasury to disburse funds to the public school academies operating under 1993 PA 362." *Council of Organizations and Others for Educ. about Parochialism, Inc. v. Michigan Dept. of Educ. et. al.*, 455 Mich. 557, 556 N.W.2d 208 (Mich. 1997).

### Michigan School Finance Reform

On June 15, 1994, the electors of the State of Michigan approved a ballot proposition ("Proposal A") to amend the State Constitution of 1963 (the "Constitutional Amendment"), in part, to increase the state sales tax from 4% to 6% as part of a complex plan to restructure the source of funding of public education (K-12) in Michigan in order to reduce reliance on local property taxes for school operating purposes and to equalize the per pupil finance resource disparities among all school districts.

For additional information with respect to Michigan statutory provisions pertaining to public school academies, see "EXHIBIT C - SUMMARY OF CERTAIN MICHIGAN STATUTORY PROVISIONS PERTAINING TO PUBLIC SCHOOL ACADEMIES".

### **ADDITIONAL INDEBTEDNESS AND OTHER OBLIGATIONS**

The Academy in the Indenture covenants that without the prior written consent of the holders of at least 51% of the Outstanding Bonds, it will not incur indebtedness for borrowed money, guarantee the obligations of others or incur other pecuniary obligations, whether or not any of such obligations are secured on a parity with the Bonds, except:

- (a) obligations, including leases, incurred in the ordinary course of business;
- (b) state aid notes (including state aid note lines of credit) issued pursuant to the Revised School Code; and
- (c) other indebtedness incurred or guaranteed by the Academy in accordance with applicable law related to capital acquisitions; provided, however, that the aggregate maximum annual debt service on any indebtedness of the Academy that is secured by a pledge of State School Aid, in any fiscal year, together with the applicable debt service on the Bonds for such year, shall not exceed 20% of the amount of the State School Aid paid to the Academy for the Academy's most recently completed fiscal year;

*provided, further however, in no event shall the Academy incur any additional indebtedness (including guaranties of another person's indebtedness and Additional Bonds) if such incurrence would cause the Academy's Debt Service Coverage Ratio (as defined in the Indenture) to be less than 1.20 to 1.00.*

Additional indebtedness of the Academy (other than Additional Bonds) that is secured on a parity basis with the Bonds in accordance with the provisions of the Indenture is herein referred to as "Additional Parity Indebtedness."

### **RISK FACTORS**

This Official Statement contains summaries of pertinent portions of the Bonds and the Indenture. Such summaries and references are qualified in their entirety by reference to the full text of such documents. The following discussion of some of the risk factors associated with the Bonds is not, and is not intended to be, exhaustive, and such risks are not necessarily presented in the order of their magnitude.

### Speculative Investment

Purchase of the Bonds involves a high degree of risk and the Bonds are a speculative investment. The Bonds are not rated. See "RATING" below. In the secondary market for securities similar to the Bonds, the difference between the bid and asked price may be greater than the bid and asked spread for more traditional types of municipal securities. There can be no assurance there will be a secondary market for the Bonds.

### Sufficiency of Revenues

The Bonds are secured by and payable from revenues of the Academy pledged under the terms and conditions of the Indenture and as otherwise described therein. Based on present circumstances (i.e., its charter contract and operating history), the Academy believes it will generate sufficient revenues to meet its obligations under the Indenture. However, the Academy's charter may be terminated or not renewed, or the basis of the assumptions utilized by the Academy to formulate this belief may otherwise change and no representation or assurance can be made that the Academy will continue to generate sufficient revenues to meet its obligations.

### Dependence on State School Aid Payments: State School Aid Payments Subject to Annual Appropriation

The Academy may not charge tuition and has no taxing authority. The primary source of revenue received by the Academy is the per pupil allowance provided by the State for all public schools (including public school academies). The amount of State School Aid received by any individual school (including the Academy) is based upon its per pupil enrollment. The amount of State School Aid available in any year to pay the per pupil allowance is subject to appropriation by the Michigan Legislature. The Legislature may not appropriate funds, or may not appropriate funds in a sufficient amount, to enable the Academy to pay debt service on the Bonds and to meet its general operating expenses. Similarly, the State allocation per student could be reduced or not keep pace with expenses such that the aggregate State School Aid payments to the Academy is inadequate to allow the Academy to pay its operating expenses and debt service on the Bonds. No liability shall accrue to the State in such event, and the State will not be obligated or liable for any future payments or any damages in such event. In the event the State were to withhold the payment of monies from the Academy for any reason, even a reason that is ultimately determined to be invalid or unlawful, it is likely the Academy would be forced to cease operations.

### Delay in, Reduction, or Termination of State School Aid

Any event that would cause a delay, reduction or elimination of State School Aid payments would have a material adverse effect on the ability of the Academy to make debt service payments on the Bonds. The Michigan legislature is required to balance the budget and if it does not, the proration provisions of the School Aid Act become effective. The proration provisions essentially roll back the per pupil allowance. Section 11 of the School Aid Act states that if appropriations exceed the amount available for expenditure from the School Aid Fund in a given year, then the State must prorate certain payments to school districts in order to eliminate the shortfall. The provisions resulted in a \$127 million school aid shortfall in fiscal year 2003 and an annualized prorated 3.8% across-the-board cut applied to all State spending categories except those specifically protected by law. The effect of the proration was to reduce the Academy's per pupil foundation allowance for the 2003-04 school year.

The State is currently facing challenging economic conditions, and is projecting a continuing budget deficit. Budget shortfalls could result in per pupil foundation allowance reductions. Such reductions could be made in any school year, and could be made as early as the current school year. Such reductions could be significant. Because the primary source of revenue received by the Academy is the per pupil foundation allowance, such reductions could materially adversely affect the Academy's ability to make debt service payments on the Bonds.

### Changes in Law/Nonappropriation Risk

The School Aid Act is subject to modification by the Michigan Legislature, subject only to certain constitutional parameters. The amount, timing and methodology for calculation of State School Aid has changed significantly in recent years, and is subject to future legislative changes.

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Further, the Michigan Legislature has amended the charter school laws since they were first enacted in 1993. Future amendments to the law may adversely affect the Academy, for example, by reducing the maximum amount payable by the State for students enrolled by the Academy, by limiting the amount of such State School Aid payments that may be pledged to obligations such as the Bonds, by withholding a percentage of the State School Aid payments if a charter school is deemed not to be in compliance with its charter or state and federal laws, by decreasing the maximum length of a charter contract's term, by requiring a state body to make an assessment of each school's effectiveness every year, by limiting the number of students for which State funds are available, by mandating new facilities or programs which may cost more than has been projected, by revising the relative responsibilities between school districts and the State for financing schools (including charter schools) or by eliminating the authority for charter schools.

#### Limitation on State Aid Pledge

No more than twenty percent (20%) of the state school aid received by the academy in each fiscal year may be legally available to pay the principal of, premium, if any, and interest on the bonds and any additional parity indebtedness.

#### Public School Academies Generally

The operations of the Academy are comprised primarily of the ownership and operation of a public school academy located in Byron Center, Michigan. Such operations are dependent on sufficient demand for such facilities, adequate revenues from student enrollment at the facilities and expenses of operating the facilities. The operation of a public school academy is highly regulated through its authorizing body and the State Department of Education. A public school academy may not charge tuition to students attending the academy. The failure of the Academy to meet the requirements of the regulations, revocation or non-renewal of the Academy's charter from its Authorizing Body or the inability of the Academy to secure a charter from another authorizing body would have a material adverse effect on the ability of the Academy to make debt service payments with respect to the Bonds.

#### No Taxing Authority

The Academy has no taxing power. The Academy does not possess the ability to assess ad valorem taxes. As such, the Academy is completely dependent upon school aid money from the State to make the payments on the Bonds. Any event that would delay, reduce or eliminate State School Aid payments to the Academy would have a material adverse effect on the ability of the Academy to operate the Facility and to make debt service payments on the Bonds.

#### Environmental Issues Regarding the Facility

The Facility is subject to various federal, State and local laws and regulations governing health and the environment. In general, these laws and regulations could result in liability to the owner of the Facility (which includes the land on which the Academy is located) for investigating and remediating adverse environmental conditions on or relating to the Facility, whether arising from preexisting conditions or conditions arising as a result of the activities conducted in connection with the ownership and operation of the Facility. Costs incurred by the Academy with respect to environmental liability could adversely impact its financial condition and its ability to operate the Facility.

Midwest Engineering Services, Inc., Grand Rapids, Michigan ("MES") performed three (3) Phase I Environmental Site Assessments ("Phase I") following the guidance of the ASTM E 1527-97 Phase I Standard Practice, dated June 18, 1998, March 31, 2000 and April 19, 2002, respectively and a Limited Phase II Environmental Site Assessment dated September 11, 1998 with respect to the Facility. The Phase I Environmental Site Assessments reported that there were Recognized Environmental Conditions at the Facility. An underground storage tank ("UST") that was removed in approximately 1988 was discovered to have been on the Site. MES performed a Limited Phase II Environmental Site Assessment in order to evaluate whether soil and groundwater at the subject site had been impacted by petroleum hydrocarbons in the area of the former UST. MES advanced two soil borings in the former UST location to depths of 12 and 17 feet below ground surface. One soil sample was collected from each of the borings and both were submitted for laboratory analysis for benzene, toluene,

ethylbenzene and xylene ("BTEX") and peptide nucleic acid ("PNAs"). In addition, a ground water sample was collected from one of the borings and was submitted for laboratory analysis for BTEX and PNAs.

On the basis of the subsurface information and analytical data obtained during the Limited Phase Environmental Site Assessment, the soils in the area of the former UST were reported to have been impacted by petroleum products. The BTEX compounds toluene (174 µg/kg), ethylbenzene (86.0 µg/kg) and total xylenes (50 µg/kg) were detected in one of the soil samples collected. These detected concentrations were below the Michigan Department of Environmental Quality Tier 1 residential cleanup criteria for toluene, ethylbenzene and total xylenes of 16,000 µg/kg, 1,500 µg/kg and 5,600 µg/kg respectively.

No concentrations of PNA compounds were detected in the soil samples or the ground water sample collected from the two borings, above their respective laboratory detection limits.

More recently, Lakeshore Environmental, Inc., Grand Haven, Michigan ("Lakeshore") performed a Phase II Environmental Site Assessment with respect to the Facility dated February, 2007 and performed certain follow up investigations as described in the certain letter regarding Phase II investigation from Lakeshore to the Academy dated February 22, 2007 in order to evaluate whether the environmental impact discovered by MES during its prior investigations had worsened. Lakeshore advanced ten soil borings in various locations surrounding the UST. One soil sample taken from an area between the two 1998 samples, was submitted for laboratory analysis for BTEX.

On the basis of the subsurface information and analytical data obtained by Lakeshore during its investigations, Lakeshore determined that the previously reported impact on the soils in the area of the former UST has not worsened and may have improved. The sample tested by Lakeshore showed no detectable concentrations of BTEX.

#### **Economic and Other Factors**

Future economic and other factors may adversely affect the Academy's revenues and expenses and consequently, the Academy's ability to make debt service payments under the Indenture. Among the factors that could have such adverse effects are: decreases in the number of students seeking to attend the Academy at optimum levels for each grade level; the ability of the Academy to provide the education desired and accepted by the population served; economic developments in the affected service area; diminution of the Academy's reputation in its field; competition from other educational institutions, including other charter schools, private schools and public schools; lessened ability of the Academy to attract and retain qualified teachers and staff at salaries that permit payment of debt service and expenses; increased costs associated with technological advances; changes in government regulation of the education industry or in the Michigan charter school statutes; future claims for accidents at the Academy's sites and the extent of insurance coverage for such claims; decrease in per-student funding amounts by the State; and the occurrence of natural disasters such as floods.

#### **Limited Operating History; Reliance on Projections**

The ability of the Academy to make debt service payments when due is dependent on State School Aid payments to be received by the Academy as payment for educating students. The Academy has conducted operations as a charter school since 1996. The projections of revenues and expenses and changes in the fund balance contained in "EXHIBIT A -BYRON CENTER CHARTER SCHOOL - Projected Revenues and Expenses," herein were prepared by the Academy and have not been independently reviewed or verified by any other party. In particular, the Underwriter has not independently verified such projections, and makes no representations nor gives any assurances that such projections, nor the assumptions underlying them, are completely correct. Further, the projections relate only to the fiscal years of the Academy ending June 30, 2007 through 2010 and consequently do not cover the entire period that the Bonds will be outstanding.

The projections are derived from the actual operation of the Academy and from the Academy's assumptions about future student enrollment and expenses. The projections are "forward-looking statements" and are subject to the general qualifications and limitations described under "INTRODUCTION - Forward-Looking Statements" above. There can be no assurance that the actual enrollment revenues and expenses for the Academy will

consistent with the assumptions underlying the projections contained herein. Moreover, no guarantee can be made that the projections of revenues and expenses contained herein will correspond with the results actually achieved in the future because there is no assurance that actual events will correspond with the assumptions made by the Academy. Actual operating results may be affected by many factors, including, but not limited to, increased costs, lower than anticipated revenues (as a result of insufficient enrollment, reduced State School Aid payments, or otherwise), employee relations, changes in taxes, changes in applicable government regulation, changes in demographic trends, changes in elementary education competition and changes in local or general economic conditions. Refer to "EXHIBIT A - BYRON CENTER CHARTER SCHOOL," to review certain of the projections and to consider the various factors that could cause actual results to differ significantly from projected results. Refer to "INTRODUCTION - Forward-Looking Statements," above, for qualifications and limitations applicable to forward-looking statements.

NO ASSURANCE WHATSOEVER CAN BE GIVEN THAT THE PROJECTED INFORMATION WILL CORRESPOND WITH THE RESULTS ACTUALLY ACHIEVED IN THE FUTURE BECAUSE THERE IS NO ASSURANCE THAT ACTUAL EVENTS WILL CORRESPOND WITH THE ASSUMPTIONS MADE BY THE ACADEMY. ACTUAL OPERATING RESULTS MAY BE AFFECTED BY MANY FACTORS, INCLUDING, BUT NOT LIMITED TO, INCREASED COSTS, LOWER THAN ANTICIPATED REVENUES (AS A RESULT OF INSUFFICIENT ENROLLMENT, REDUCED STATE SCHOOL AID PAYMENTS, OR OTHERWISE), EMPLOYEE RELATIONS, CHANGES IN TAXES, CHANGES IN APPLICABLE GOVERNMENTAL REGULATION, CHANGES IN DEMOGRAPHIC TRENDS, CHANGES IN ELEMENTARY AND SECONDARY EDUCATION COMPETITION AND LOCAL OR GENERAL ECONOMIC CONDITIONS.

#### The Nature of the Net Debt Service and Coverage Schedule

The Net Debt Service and Coverage Schedule set forth in "EXHIBIT A - BYRON CENTER CHARTER SCHOOL - Net Debt Service and Coverage" is based upon assumptions made by management of the Academy (including anticipated student enrollment) and includes projected or forecasted information. No guarantee can be made that the projected or forecasted information will correspond with actual results. There are usually differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected or assumed, and those differences may be material. In addition, the Net Debt Service and Coverage Schedule does not cover the entire period that the Bonds may be outstanding.

Further, the Underwriter makes no representations nor gives any assurances that the assumptions incorporated in the Net Debt Service and Coverage Schedule are valid. The ability of the Academy to achieve financially sustaining levels of revenues is subject to a number of factors. The ability of the Academy to attract students on a continuing basis will be dependent on many factors including, but not limited to, the physical condition of the Facility and the Project, the programs provided for students, possible accreditation of the Academy and the supply of other public, private and charter schools in the community.

#### Completion of the Project

A portion of the proceeds of the Bonds will be used to finance the Project under the Indenture. If plans regarding the Project result in a construction cost that exceeds the amount available to pay such costs, such plans will have to be modified by the Academy to lower the construction costs to an amount not exceeding the amount deposited into the Project Fund for that purpose or the Academy will have to provide additional funding. No assurance can be given that the project will be acquired, constructed or modified on time or for the amount deposited into the Project Fund for such purpose.

#### Damage or Destruction of the Facility

The Indenture requires that the Academy's property be insured against certain risks in certain amounts. There can be no assurance that the amount of insurance required to be obtained will be adequate or that the cause of any damage or destruction will be as a result of a risk. Further, there can be no assurance of the creditworthiness of the insurance companies from which the Academy will obtain the required insurance policies.



### **Determination of Taxability**

If a Determination of Taxability (as defined in the Indenture) were to occur, the Bonds would be subject to mandatory redemption, as a whole and not in part, at a redemption price equal to 103% of the principal amount thereof plus accrued interest to the redemption date, on the earliest practicable date for which notice can be given following such determination. There is no assurance that in such event sufficient funds would be available to redeem all of the Bonds.

### **Factors Associated with the Academy's Operations**

There are a number of factors affecting schools in general that could have an adverse effect on the Academy's financial position and ability to make the debt service payments required under the Indenture. These factors include, but are not limited to, increasing costs of compliance with federal or State regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety and accommodation of persons with disabilities; any unionization of the Academy's workforce with consequent impact on wage scales and operating costs of the Academy; the ability to attract a sufficient number of students; changes in existing statutes pertaining to the powers of the Academy and disruption of the Academy's operations by real or perceived threats against the school, its staff members or students. The Academy cannot assess or predict the ultimate effect of these factors on its operations or financial results of its operations or on its ability to make debt service payments with respect to the Bonds.

### **Potential Effects of Bankruptcy**

If the Academy were to file a petition for relief (or if a petition were filed against such entity as debtor) under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et. seq., as amended, or other state insolvency liquidation or receivership laws, the filing could operate as an automatic stay of the commencement or continuation of any judicial or other proceeding against the Academy or the property of the Academy. If the bankruptcy court or other state or federal court so ordered, the Academy's property and revenues could be used for the benefit of the Academy despite the claims of its creditors (including the owners of the Bonds).

In a bankruptcy proceeding under Chapter 11 of the Bankruptcy Code, the Academy could file a plan of reorganization which would modify the rights of creditors generally or the rights of any class of creditors, secured or unsecured (including the owners of the Bonds). The plan, when approved ("confirmed") by the bankruptcy court, binds all creditors who had notice or knowledge of the plan and discharges all claims against the Academy except as otherwise provided for in the plan. No plan may be confirmed by a bankruptcy court unless, among other conditions, the plan is in the best interest of creditors, is feasible and has been accepted by each class of claims impaired thereunder. Even if the plan is not so accepted, it may be confirmed if the court finds that the plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly. The Academy is prohibited from creating secured creditors except as provided in the Indenture.

### **Value of Property May Fluctuate**

The value of the real property owned by the Academy at any given time will be directly affected by market and financial conditions which are not in the control of the Academy or the Trustee. Real property values can fluctuate substantially depending in large part on the state of the economy. There is nothing associated with the Academy's property which would suggest that its value would remain stable or would increase if the general value of property in the community or in the State as a whole were to decline.

### **Remedies May be Unenforceable**

Certain remedies provided for in the Mortgage may be unenforceable as a result of the application of principles of equity or of state and federal laws relating to bankruptcy, other forms of debtor relief, and creditor rights generally. Furthermore, it is not certain whether a court would permit the exercise of the remedies of repossession and sale or leasing with respect thereto. The enforcement of any remedies provided in the Mortgage could prove both expensive and time consuming.

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### Special Purpose Buildings

The Facility, which is subject to the lien of the Mortgage, is not a general purpose building and may not be suitable for industrial or commercial use. If it were necessary to foreclose a judgment lien on the property under "forced sale conditions" that are present in a foreclosure, it may be difficult to find a purchaser willing to buy, or the property may provide less than full value to the Trustee. There can be no assurance that foreclosure sale proceeds will be sufficient to pay the amounts then outstanding on the Bonds.

### Competition for Students

The Academy competes for students with other public school academies, traditional public school districts, and private schools. There can be no assurance that the Academy will attract and retain the number of students that are needed to produce the pledged revenues that are necessary to pay the debt service on the Bonds. Several public school districts, private schools and one public school academy are located in close proximity to the Academy. Refer to "EXHIBIT A - BYRON CENTER CHARTER SCHOOL - Service Area and Competing Schools," for information regarding other schools in the Academy's service area and schools that compete with the Academy.

### Key Management

The creation of, and the philosophy of teaching in, public school academies such as the Academy may reflect the vision and commitment of a few key persons who are on the Board of Trustees and/or who make up the upper management and independent managers (as described herein, see RISK FACTORS - "Performance by Woodbridge" below) of the Academy ("Key Trustees/Managers"). Loss of such Key Trustees/Managers could adversely affect the Academy's operations or financial results. It is anticipated that over time that public school academies will become less dependent upon the Key Trustees/Managers. However, there can be no assurance that this will occur.

### Revocation or Non-Renewal of Charter

The Academy operates under a charter contract with the Grand Valley State University Board of Trustees (the "University Board"). The charter contract provides the basis for the Academy to receive State School Aid payments. The Academy's charter contract is effective through June 30, 2008 and is subject to automatic renewals for one year terms unless terminated by one of the parties to the contract. Decisions to terminate the charter at the end of each annual period are at the sole discretion of the University Board and the University Board could choose to terminate the Academy's charter upon its expiration for any reason. Additionally, the University Board may unilaterally terminate the Academy's charter at any time if the Academy is not in substantial compliance with the charter or any provision of applicable law. The University Board may also revoke or terminate the charter pursuant to its terms based on grounds specified in the charter. See "EXHIBIT A - BYRON CENTER CHARTER SCHOOL - The Charter Agreement." The decision to terminate or to revoke a contract is in the discretion of the authorizing body, is final, and is not subject to review by a court or any State agency. In the event that the Academy's charter is revoked or terminated, the ability of the Academy to make debt service payments on the Bonds would be severely adversely affected and the Academy could be forced to cease operations.

Pursuant to Section 18b of the State School Aid Act, in the event that the Academy (i) is ineligible to receive funding under the State School Aid Act for 18 consecutive months; (ii) the Academy's charter is revoked; or (iii) the Academy's charter is not reissued by the Authorizing Body, then property, including title to such property, acquired substantially with funds received from the State pursuant to the State School Aid Act is required to be transferred to the State. The State Treasurer, or his or her designee, is authorized to dispose of property transferred to the State pursuant to Section 18b of the State School Aid Act. Except as otherwise provided in Section 18b of the State School Aid Act, the State Treasurer shall deposit in the state school aid fund any money included in that property and the net proceeds from the sale of the property or interests in the property, after payment by the State Treasurer of a public school academy's debt that is secured by the property or interest in the property.

### Performance by Woodbridge

The Academy has entered into a management agreement with West Michigan Education Services d/b/a Woodbridge Group, a Michigan nonprofit corporation ("Woodbridge"), for certain human resources and accounting services. See "EXHIBIT A - BYRON CENTER CHARTER SCHOOL - The Management Agreement." Woodbridge has limited experience in the field of human resources and accounting management for public school academies. No assurances can be made that Woodbridge will continue to operate or remain financially able to perform its obligations under the management agreement. Further, if Woodbridge ceases to serve in its current capacity, the Academy's ability to continue its operations would be in large part dependent on its ability to assume sole responsibility for the functions currently provided by Woodbridge, or to contract with another services company competent to provide such services. There can be no assurance that the Academy would be able to perform such functions or contract for such services with a company other than Woodbridge. Any failure in the performance of such functions or the provision of such services would materially and adversely affect the Academy's ability to make debt service payments on the Bonds.

### **TAX MATTERS**

#### General

In the opinion of Butzel Long, P.C., Bond Counsel, based on their examination of the documents described in their opinion, under existing law, the interest on the Bonds (a) is excluded from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that certain corporations must take into account interest on the Bonds in determining adjusted current earnings for the purpose of computing such alternative minimum tax. The opinion set forth in clause (a) above is subject to the condition that the Academy comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. These requirements include rebating certain earnings to the United States. Failure to comply with such requirements could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The Academy has covenanted to comply with all such requirements to the extent permitted by law. Bond Counsel will express no opinion regarding other federal tax consequences arising with respect to the Bonds and the interest thereon.

Additional federal tax consequences relative to the Bonds and the interest thereon include the following matters. For federal income tax purposes: (a) tax-exempt interest, including interest on the Bonds, is included in the calculation of modified adjusted gross income required to determine the taxability of social security or railroad retirement benefits; (b) the receipt of tax-exempt interest, including interest on the Bonds, by life insurance companies may affect the federal income tax liabilities of such companies; (c) the amount of certain loss deductions otherwise allowable to property and casualty insurance companies will be reduced (in certain instances below zero) by 15% of, among other things, tax-exempt interest, including interest on the Bonds; (d) interest incurred or continued to purchase or carry the Bonds may not be deducted in determining federal income tax; (e) commercial banks, thrift institutions and other financial institutions may not deduct their costs of carrying certain obligations such as the Bonds; (f) interest on the Bonds will be included in effectively connected earnings and profits for purposes of computing the branch profits tax on certain foreign corporations doing business in the United States; (g) Corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such S Corporations is passive investment income; and (h) holders acquiring the Bonds subsequent to initial issuance will generally be required to treat market discount recognized under Section 1276 of the Code as ordinary taxable income.

In the opinion of Butzel Long, P.C., Bond Counsel, based on their examination of the documents described in their opinions, under existing law, the Bonds and the interest thereon are exempt from all taxation of the State of Michigan or a subdivision thereof, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

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No assurance can be given that any future legislation or clarifications or amendments to the Code, if enacted into law, will not contain proposals that could cause the interest on the Bonds to be subject directly or indirectly to federal or State of Michigan income taxation, adversely affect the market price or marketability of the Bonds, or otherwise prevent the registered owners from realizing the full current benefit of the status of the interest thereon.

#### **Tax Treatment of Accruals on Original Issue Discount Bonds**

For federal income tax purposes, the difference between the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of the Bonds maturing on March 1 in the year 2017 (the "OID Bonds") is sold and the amount payable at the stated redemption price at maturity thereof constitutes "original issue discount." Such discount is treated as interest excluded from federal gross income to the extent properly allocable to each registered owner thereof. The original issue discount accrues over the term to maturity of each such OID Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) with straight line interpolations between compounding dates. The amount of original issue discount accruing during each period is added to the adjusted basis of such OID Bonds to determine taxable gain upon disposition (including sale, redemption or payment on maturity) of such bonds.

The Code contains certain provisions relating to the accrual of original issue discount in the case of registered owners of the OID Bonds who purchase such bonds after the initial offering of a substantial amount thereof. Registered owners who do not purchase such OID Bonds in the initial offering at the initial offering and purchase prices should consult their own tax advisors with respect to the tax consequences of ownership of such bonds.

All registered owners of the OID Bonds should consult their own tax advisors with respect to computation of original issue discount and the allowance of a deduction for any loss on a sale or other disposition to the extent that such loss is attributable to accrued original issue discount.

#### **Amortizable Bond Premium**

For federal income tax purposes, the difference between an original registered owner's cost basis of the Bonds maturing on March 1 in the years 2027, 2032 and 2037 (the "Original Premium Bonds") and the amounts payable on the Original Premium Bonds other than stated interest constitutes an amortizable bond premium. The same applies with respect to any Bond, if a registered owner's cost basis exceeds the amounts payable thereon other than stated interest (collectively with the Original Premium Bonds held by the original registered owners, "Premium Bonds"). Such amortizable bond premium is not deductible from gross income, but is taken into account by certain corporations in determining adjusted current earnings for the purpose of computing the alternative minimum tax, which may also affect liability for the branch profits tax imposed by Section 884 of the Code. The amount of amortizable bond premium allocable to each taxable year is generally determined on the basis of the registered owner's yield to maturity determined by using the registered owner's basis (for purposes of determining loss on sale or exchange) of such Premium Bonds and compounding at the close of each six-month accrual period. The amount of amortizable bond premium allocable to each taxable year is deducted from the registered owner's adjusted basis of such Premium Bonds to determine taxable gain upon disposition (including sale, redemption or payment at maturity) of such bonds.

INVESTORS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE BONDS AND THE TAX CONSEQUENCES OF THE ORIGINAL ISSUE DISCOUNT OR PREMIUM THEREON, IF ANY.

#### **APPROVAL OF LEGAL PROCEEDINGS**

Legal matters incident to the authorization, issuance and sale by the Academy of the Bonds will be passed upon by Bond Counsel. A copy of the approving opinion of Bond Counsel, the form of which is attached as Exhibit E hereto, will be available at the time of the delivery of the Bonds. Certain legal matters will be passed upon for the Academy by H. James Telman, Attorney and Counselor at Law, Grand Rapids, Michigan, and for the Underwriter by Butzel Long, P.C., Bloomfield Hills, Michigan, in its capacity as counsel to the Underwriter. The Academy and the Underwriter have both consented to Butzel Long, P.C., acting as Bond Counsel and counsel to the Underwriter.

## UNDERWRITING

The Bonds are being purchased by the Underwriter pursuant to a bond purchase agreement at prices which, if the Bonds are sold at the prices and yields shown on the inside cover page of this Official Statement, will result in Underwriter's compensation of \$157,250. The obligation of the Underwriter to accept delivery of the Bonds is subject to various conditions contained in the bond purchase agreement. The bond purchase agreement provides that the Underwriter will purchase all of the Bonds if any are purchased. The Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter. Butzel Long, P.C., will not express any opinion concerning the investment quality of the Bonds, or the accuracy, completeness or sufficiency of any offering material relative to the Bonds or the Academy.

## LITIGATION

At the time of delivery of the Bonds, the Academy will certify that (1) there is no litigation of any nature pending or, to the knowledge of the Academy threatened, against the Academy to restrain or enjoin the issuance, sale, execution, or delivery of the Bonds or the application of the proceeds thereof toward the costs of the Project or the Academy Refunding, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Academy taken with respect to the issuance or sale thereof, or the pledge or application of any monies or security for the Bonds or the existence or powers of the Academy and (2) there is no litigation pending or, to the knowledge of the Academy, threatened against the Academy, wherein an unfavorable decision would adversely affect the ability of the Academy to carry out its obligations under the Indenture or would have a material adverse impact on the financial position of the Academy.

## CONTINUING DISCLOSURE

The Academy will execute and deliver a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), with respect to the Bonds. The Continuing Disclosure Agreement is made for the benefit of the registered and Beneficial Owners (as defined in the Continuing Disclosure Agreement) of the Bonds and in order to assist the Underwriter in complying with its obligations pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Continuing Disclosure Rule"). See "EXHIBIT F - FORM OF CONTINUING DISCLOSURE AGREEMENT."

Pursuant to the Continuing Disclosure Agreement, the Academy will agree to provide, or cause to be provided, annually to designated information repositories certain quantitative financial information and operating data of the type specified in the Continuing Disclosure Agreement (the "Annual Report"); and to provide in a timely manner to designated information repositories notice of the occurrence of certain events, if material (within the meaning of the Continuing Disclosure Rule), and of any failure to provide the Annual Report when due. The Continuing Disclosure Agreement does not require that information be provided to registered owners or Beneficial Owners of the Bonds, but rather requires only that such information be provided to certain information repositories.

## BONDS NOT A DEBT OF THE STATE OR THE AUTHORIZING BODY

The Bonds will not constitute or create any debt or debts, liability or liabilities on behalf of the State or the Authorizing Body, nor a loan of the credit of the State or a pledge of the faith and credit of the State or of the Authorizing Body, but will be payable from the funds provided therefor under the Indenture. The issuance of Bonds under the Indenture will not directly, indirectly or contingently obligate the State to levy or to pledge any form of taxation whatever therefor, or to make any appropriation for their payment. The Academy has no taxing power.

## LEGALITY FOR INVESTMENT

Subject to any applicable federal requirements or limitations, the Bonds, in the State of Michigan, are securities in which all insurance companies, banks, trust companies, savings banks and savings associations, savings and loan associations, investment companies, all administrators, guardians, executors, trustees and other fiduciaries



and all other persons whatsoever who are authorized to invest in bonds or other obligations of the State, may properly and legally invest funds, including capital, in their control or belonging to them.

### RATING

The Bonds have not been rated by any rating service and the Academy has not requested a rating service to provide a rating on the Bonds.

### FINANCIAL STATEMENTS

The financial statements of the Academy, as of and for the years ended June 30, 2004, 2005 and 2006 included in this Official Statement have been audited by Croskey, Lanni & Company, P.C., independent certified public accountants, to the extent and for the periods indicated in their reports thereon. Such financial statements have been included in reliance upon the report of Croskey, Lanni & Company, P.C., which has not been asked to undertake any additional review in connection with the preparation of this Official Statement. The Academy is not aware of any facts that would make the audited financial statements of the Academy incorrect or misleading.

### MISCELLANEOUS

The Bonds are intended to be exempt securities under the Securities Act of 1933, as amended (the "1933 Act"), and the offer, sale and delivery of the Bonds does not require registration under the 1933 Act or qualification of the Indenture under the Trust Indenture Act of 1939, as amended. The Academy has agreed that, prior to the sale of the Bonds, potential investors may ask questions of and receive answers from its representatives concerning the terms and conditions of the offering and that potential investors may obtain from it any additional information necessary to verify the accuracy of the information furnished, in each case to the extent it possesses such information or can acquire it without unreasonable effort or expense. Any request for information may be directed to the Underwriter.

The Academy has furnished the information herein relating to itself. The Underwriter has furnished the information in this Official Statement with respect to the offering prices of the Bonds and the information under the caption "UNDERWRITING."

All quotations from, and summaries and explanations of, the Indenture and other documents referred to herein do not purport to be complete, and reference is made to said documents for full and complete statements of their provisions. All references herein to the Bonds are qualified by the definitive forms thereof and the information with respect thereto contained in the Indenture. This Official Statement shall not be construed as constituting an agreement with purchasers of the Bonds. The cover page, introductory statement and the attached Exhibits are part of this Official Statement. All information contained in this Official Statement, including the Exhibits, is subject to change and/or correction without notice and neither the delivery of this Official Statement nor any sale made hereunder creates any implication that the information contained herein is complete or accurate in its entirety as of any date after the date hereof.

ANY STATEMENTS MADE IN THIS OFFICIAL STATEMENT INVOLVING MATTERS OF OPINION OR ASSUMPTIONS OR ESTIMATES, WHETHER OR NOT SO EXPRESSLY STATED, ARE SET FORTH AS SUCH AND NOT AS REPRESENTATIONS OF FACT AND NO REPRESENTATION IS MADE THAT ANY OF THE ESTIMATES OR ASSUMPTIONS WILL BE REALIZED.

# **CERTIFICATE OF USE AND OCCUPANCY**

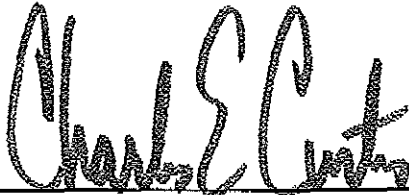
## **PERMANENT**

Michigan Department of Energy, Labor & Economic Growth  
Bureau of Construction Codes/Building Division  
P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317

Building Permit: B030149  
Byron Center Charter School  
9930 Burlingame SW  
Byron Township, Michigan  
Kent County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief  
Charles E. Curtis, Assistant Chief  
Building Division

November 4, 2010