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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

**CROSSROADS CHARTER ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
CROSSROADS CHARTER ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2022**

GENERAL INDEX

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Contract to Charter a Public School Academy

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through 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 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Crossroads Charter Academy
Attn: Board President
215 N. State Street
Big Rapids, MI 49307

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2022, and shall remain in full force and effect for three (3) 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.

[INTENTIONALLY LEFT BLANK]

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

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

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

CROSSROADS CHARTER ACADEMY

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2022:

Reauthorization of 6a Charter Contract – Crossroads Charter Academy,
Big Rapids (3 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 20, 1998, initially authorized the issuance of a contract to charter Crossroads Charter Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meetings on February 29, 2008, and April 24, 2015; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a three (3) year term beginning July 1, 2022, 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 three (3) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 4th day of May 2022.

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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 24, 2015:

Reauthorization of 6a Charter Contract – Crossroads Charter Academy, Big Rapids (7 years)

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 20, 1998, initially authorized the issuance of a contract to charter Crossroads Charter Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meeting on February 29, 2008; and

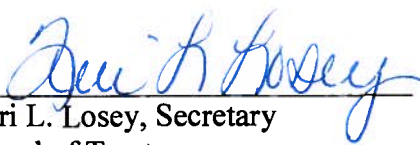
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as 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, 2015 and ending June 30, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a 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 11th day of May 2015.


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:

Crossroads Charter Academy, Big Rapids (7 year)

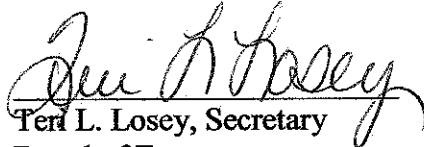
WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 20, 1998, authorized the issuance of a contract to charter a public school academy to Crossroads Charter Academy (the "Academy") and on June 4, 1998, the contract was executed.

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 4, 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 seven (7) year term beginning June 5, 2008 and ending June 30, 2015.
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 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 9th day of April, 2008.


Teri L. Losey, 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	\$10 MC 20081999561063 ADJUSTED TO AGREE WITH BUREAU RECORDS	FILED AUG 27 2020 <small>ADMINISTRATOR CORPORATIONS DIVISION</small>
AUG 19 2020	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

Name Clark Hill PLC – Marshall W. Grate		
Address 200 Ottawa Ave., NW, Ste. 500		
City Grand Rapids, MI 49503	State	ZIP Code

EFFECTIVE DATE:

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

AMENDED AND 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, 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 Amended and Restated Articles:

1. The present name of the corporation is: Crossroads Charter Academy
2. The identification number assigned by the Bureau is: 800847456
3. All former names of the corporation are: None.
4. The date of the filing of the original Articles of Incorporation was: August 10, 1998.

The following Amended Restated Articles of Incorporation ("**Restated Articles**") supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation.

ARTICLE I

The name of the corporation is: Crossroads Charter Academy.

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

AW

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 Restated Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are:

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

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

ARTICLE IV

1. The name of the resident agent at the registered office: Dominic Pace
2. The address of the registered office is: 215 N. State St., Big Rapids, Michigan 49307

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

ARTICLE X

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

ARTICLE XI

A volunteer director is not personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a volunteer 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 Restated 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.


ARTICLE XIV

These Restated Articles of Incorporation were duly adopted on the 12th day of December, 2019, in accordance with the provisions of section 641 of the Act and were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.

ARTICLE XV

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

Signed this 16 day of December, 2019


By: Dr. Christopher White, Superintendent

SCHEDULE 3

BYLAWS

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BYLAWS
OF
Crossroads Charter Academy

ARTICLE I

NAME

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

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy shall be _____. The registered agent is _____. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

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

comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 8 day of ~~December~~

Angela Roman
Board Secretary

August 2019

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

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

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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


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

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

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

Acknowledgment of Receipt

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

BY: 

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

Date: May 5, 2022

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 6

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

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

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

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

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

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

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

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

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

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is effective as of July 1, 2022 by and among **CS PARTNERS, INC.**, a Michigan corporation ("CS Partners"), **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a "**PARTNER SOLUTIONS FOR SCHOOLS**" ("Partner Solutions for Schools") and **CROSSROADS CHARTER ACADEMY**, a Michigan public school academy (the "Academy") formed under Part 6(A) of the Revised School Code (the "Code"), as amended.

CS Partners represents that Partner Solutions for Schools is a wholly owned subsidiary of CS Partners and is the employer of record for all staff assigned to work at the Academy. CS Partners further represents that CS Partners provides the educational consulting services and oversees the management and operational services of the Academy. Together, CS Partners, Partners Solutions for Schools, collectively referred to in this Agreement as "CSP", are jointly responsible for providing the Services under this Agreement.

The Academy has been issued a contract (the "Contract") by the **GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES** (the "Authorizer") to organize and operate as a public school academy. The Authorizer is the statutory authorizing body. The Code and the Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.

CSP represents and warrants that it and its affiliated entities are duly organized in the State of Michigan, in good standing, and that CSP (its officers, employees, and agents) has the educational background, managerial service, expertise, training, capacity, qualifications and financial resources to provide the Services contemplated under this Agreement.

The Academy and CSP desire to create an enduring educational partnership whereby the Academy and CSP will work together to develop and bring about systems of educational excellence and services to the Academy based on CSP's vision of school design, CSP's management principles, the Educational Program (defined below), and the educational goals and curriculum adopted by the Board of Directors of the Academy (the "Board").

THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereby agree as follows:

ARTICLE I **Relationship of the Parties and Other Matters**

Section 1. Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of comprehensive educational, administrative, management and operational services (the "Services") to the Academy, (b) it has been issued the Contract from the Authorizer to organize and operate a public school academy, (c) the Academy is organized under the direction of the Academy Board in accordance with Part 6A of the Code and the Academy Board Bylaws, and (d) it is vested with all powers necessary or desirable for carrying out the Educational Program (defined below) contemplated in this Agreement.

To the extent permitted by law, the Academy hereby authorizes and grants to CSP, the necessary authority and power to perform the Services contemplated under this Agreement. No provision of this Agreement shall interfere with the Board's statutory, contractual, and fiduciary responsibilities, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body.

Section 2. Services; Educational Program. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor, materials, and supervision necessary for the provision of the Services contemplated by this Agreement as more specifically set forth on the attached Exhibit A.

CSP shall provide Services to the Academy as necessary to implement and effect the educational goals, educational programs, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Board and as included in the Contract (collectively, the "Educational Program").

Section 3. Compliance with Academy's Contract. CSP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Authorizer. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

CSP 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 4. Relationship of the Parties. CSP is not a division or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of CSP. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. CSP as Independent Contractor; Agency. The parties to this Agreement intend that the relationship of CSP to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of CSP shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy.

Consistent with this status, CSP reserves to itself the right to designate (to the extent consistent with the Contract and controlling law) the means and methods of accomplishing the objectives and purposes of this Agreement, and the Academy shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by CSP in providing the Services under this Agreement.

CSP shall be regarded, designated and considered to be the employer with respect to all individuals whom CSP may select, employ and assign to provide Services under this Agreement. CSP shall be solely and exclusively responsible for selecting, compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matter relative to all individuals whom CSP employs in connection with providing Services under this Agreement.

CSP acknowledges and agrees that it is the sole and exclusive responsibility of CSP to make the requisite employer tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed by CSP to provide Services under this Agreement. No part of CSP's invoiced fees shall be subject to withholding by the Academy for payment of social security, unemployment or disability insurance or any other similar local, state, or federal tax obligations. CSP shall be solely and exclusively responsible for all taxation consequences to it or its agents or employees as a result of CSP's engage under this Agreement. CSP shall be responsible for answering, defending, and/or resolving any and all employment-based claims arising from the assignment and performance of its employees or agents to carry out the Services under this Agreement. These employment-related claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commissions; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims for unlawful employment discrimination brought before any state or federal agency or court; claims or grievance for breach of employment contract; and any other employment-related claims of whatsoever kind or character arising from, or which are attributable to, the performance of Services by employees or agents of CSP in connection with this Services Agreement. All costs (including legal fees) incurred in connection with the defense of the foregoing employment matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of CSP.

To the extent that CSP may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, CSP represents that it shall include in any subcontracted services agreement provisions comparable to those contained in this Article I, inclusive subparts, to identify the employer of any person providing Services under a contracted services agreement or, in the absence of an employer and in the case of an independent contractor, to expressly provide that the service provider is an individual independent contractor, and is not intended to be, and shall not be regarded as, an employer of the Academy.

To enable the Academy to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, CSP shall: (a) promptly notify the Academy Board in writing of the identity of any individual assigned by CSP to perform services at the Academy who is a retirant from the Michigan Public Schools Employees Retirement System (MPERS); and (b) provide information to the Office of Retirement Services (ORS) on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the Academy to be in compliance with the duty to report on post-retirement work by MPERS retirees at the Academy, on a schedule and in such manner as may be determined from time to time by the ORS, MCL 38.1342(6).

During the Term of this Agreement, the Academy may disclose or provide access to confidential data and information to CSP, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g; 34 CFR Part 99; MCL 380.1136; the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d – 13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. CSP agrees that it shall comply with applicable law in the handling, maintaining, safeguarding, re-disclosing, and returning of confidential data, information and records disclosed or accessed under this Agreement.

The Academy agrees to define "school official" in the Academy's annual notification of rights under FERPA to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, having a legitimate educational interest such that they are entitled to access educational records under FERPA. CSP and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials, as well as the pupil privacy requirements of section 1136 of the Code, MCL 380.1136. If CSP receives education record information from any sources as permitted under the Code, CSP shall use the education record information only as contemplated by this Agreement and CSP shall not sell or otherwise provide the information to any other person or entity except as provided by law, including FERPA, MCL 380.1136, MCL 600.2165, and Michigan's Freedom of Information Act, particularly MCL 15.243(2).

CSP will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP.

Section 6. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in CSP or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and CSP are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

Section 7. Personnel Responsibility. As the employer for all personnel assigned by CSP to provide Services under this Agreement, CSP has the responsibility and authority to recruit, select, hire, supervise, evaluate, discipline and transfer personnel, consistent with applicable laws. The School Leader (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Performance evaluation and compensation systems shall comply with all applicable laws, including section 1249, 1249b and 1250 of the Code (MCL 380.1249, 1249b, 1250).

Section 8. School Leader. CSP shall recruit, select, hire, and assign a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the "School Leader"). The School

Leader will hold and maintain all required certifications as required by the Code. The School Leader will be an employee of CSP Management, who may be disciplined and/or terminated by CSP in its sole discretion. The School Leader will serve as the on-site supervisor to staff. The School Leader, in consultation with CSP, will select and hold accountable all staff in Leadership Team positions. The School Leader shall be responsible for supervising and managing the educational program and instruction of students. CSP will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. CSP shall notify the Board prior to the termination of the School Leader.

If the Board becomes dissatisfied with the performance of the School Leader services provided by CSP, the Board shall state the causes of such dissatisfaction in writing and deliver it to CSP. CSP shall have a reasonable period of time to remedy the dissatisfaction which may require that CSP remove and replace the School Leader at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the CSP's provision of the duties and responsibilities of the School Leader at the Academy.

Section 9. Teachers and Staff. CSP will provide administrative support to the School Leader to obtain resumes and credential information for the School Leader to staff the Academy. CSP will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, CSP will onboard and provide additional administrative support to the School Leader. Teachers employed by CSP shall not be considered teachers for purposes of continuing tenure under MCL §38.71 et seq. If CSP elects to execute employment contracts that have a term longer than one (1) year with those of its employees who are assigned to provide administrative or teaching services at the Academy, CSP's employment decisions shall in no way limit the Board's discretion and authority to express dissatisfaction during the term of this Agreement with CSP's performance of its obligations under this Agreement and the need for remedial action.

Section 10. Criminal Background Checks. CSP agrees that it shall not assign any of its employees, agents or other individuals to perform any Services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.

Section 11. The Board. The Board is the governing body with oversight responsibilities for the Academy. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement must be approved by the Board and executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

Section 12. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, CSP shall not be, directly or indirectly, liable to any third party (excluding Payroll Costs as elsewhere defined in this Agreement and payments owed to independent contractors engaged by CSP) for any cost or expense incurred by the Academy, and CSP shall only be required to perform its responsibilities to the Academy under this Agreement to the extent that CSP has received such revenues from the Academy pursuant to the terms of this Agreement. CSP shall, however, remain liable to the Academy for any cost it commits the Academy to without the Board's approval in the event such cost is beyond the amount anticipated in the Academy's budget or any amendment thereto.

Section 13. Information Available to the Public. On an annual basis, CSP shall provide the Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618(2), for the most recent school fiscal year for which the information is available. Within thirty (30) days of the Board's receipt of the information under section 18(2), CSP, on behalf of the 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 shall have the same meaning in this Agreement.

Section 14. Non-Compete Agreement. CSP agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete provision or agreement.

Section 15. Lease and Loans. If the Academy and CSP enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved. In addition, all such agreements must comply with the Charter Contract and applicable law, as well as any applicable Authorizer policies.

Section 16. Data Security Breach. CSP shall promptly report to the Academy Board, not later than the first business day following discovery of any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law. CSP agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized use or disclosure, (iv) what CSP has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, CSP has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action CSP has taken or shall take to prevent future similar unauthorized use or disclosure. CSP shall provide such other information as reasonably requested by the Academy Board. CSP shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose personal information may have been compromised.

ARTICLE II

Term

Section 1. Term. This Agreement shall be effective for a three (3) year period beginning July 1, 2022 and ending June 30, 2025, the duration of the Academy's current Contract with the Authorizer, subject to early termination under Article VI (the "Term").

ARTICLE III

Obligations of the Academy

Section 1. Good Faith Obligation. The Academy shall exercise good faith in considering CSP's recommendations relative to the Educational Program and/or the Services as presented to the Board pursuant to Article I, §2 of this Agreement. However, CSP shall not adopt or implement any recommendations without obtaining prior Board approval. The Board retains its authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or traveling to and from the Academy, consistent with applicable laws.

Section 2. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid Grants (referenced in Article IV) and any Additional Revenue (as defined in Exhibit A). All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the Academy Board accounts shall solely be members of the Board. All interest or investment earnings on Academy accounts shall accrue to the Academy.

Section 3. Notification Requirement. The Academy Board President (or designee) is required to notify CSP in writing if the Academy Board (1) receives a written notice from the Authorizer of an intent: (a) to revoke the Contract, (b) to non-renew the contract, or (c) to consider closure; or (2) determines to not seek to renew the Contract. In the event the Board discusses a possible non-renewal of the Contract or closure of the Academy, or if the Authorizer suggests such a discussion, CSP will be notified and invited to participate in such discussions; provided, however, that nothing in this provision shall be construed to limit attorney-client privileged communications between the Academy Board and its attorney or compliance with the Open Meetings Act.

ARTICLE IV

Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the 2022-2023 fiscal year, the Board shall pay CSP an annual fee (the "Fee") equal to eight percent (8%) of the total State School Aid (foundation allowance) received from the State of Michigan, pursuant to the State School Aid Act of 1979, as amended, for the number of full-time equivalent (FTE) pupils in membership at the Academy as established by the Academy's audited pupil membership count (Pupil Membership FTEs), subject to adjustment as, for example, provided in section 15 of the State School Aid Act,

MCL 388.1615. The Fee will increase to eight and half percent (8.5%) for the 2023-2024 fiscal year and to nine percent (9%) for the 2024-2025 fiscal year. At no time shall the annual Fee be less than \$80,000.

The Fee may also apply to any Additional Revenue (as defined in Exhibit A), to the extent permitted by law, provided that CSP discloses that the Fee also applies to said Additional Revenue and the Board approves the same in the Academy's annual budget, or any revised budget, prior to the application of such Fee.

The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of the Revenue Procedure 2017-13, or successor. In this regard, the Academy and CSP make the following representations:

- (i) (A) CSP's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to CSP the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) CSP is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.
- (ii) In interpreting this Agreement and in the provision of the services required hereunder, CSP shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and CSP that none of the voting power of the governing body of the Academy will be vested in CSP or its directors, members, managers, officers, shareholders and employees, and the Academy and CSP will not be related parties as defined in Treas. Reg. 1.150-1(b).

Section 2. Reimbursement of Costs. In addition to the Fee, the Academy shall reimburse CSP in an amount equal to the aggregate costs, properly invoiced, and reasonably incurred and paid by CSP, within Academy Board approved Budget parameters, in providing the Services specifically related to the Academy. Such costs include, but are not limited to, Payroll Costs (defined below) and other expenses for equipment, software, supplies, food service, transportation, special education, psychological services, and medical services. No corporate costs of CSP shall be charged to, or reimbursed by, the Academy.

CSP Management will invoice the Academy for reimbursement in an amount equal to the aggregate costs, properly invoiced, and reasonably incurred and paid by CSP, within Academy Board approved Budget parameters, for personnel employed by CSP and assigned to the Academy to provide Services under this Agreement ("Payroll Costs"). Payroll Costs include salary, benefits, and other costs attributable to personnel employed by CSP Management and assigned by CSP Management to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Professional Liability Insurance, employer portions of health, dental, vision and life insurance, and 401k employer contributions (if applicable).

The Academy shall advance funds to CSP Management in an amount equal to CSP's Payroll Costs no later than the third business day preceding each of CSP Management's payroll dates. Said funds shall be deposited by the Academy into a payroll account designated by CSP Management.

Section 3. Payment of Costs. CSP will invoice the Academy for reimbursement of all other costs subject to reimbursement under this Agreement with a detailed receipt of material or services provided. The Academy shall only reimburse CSP for properly invoiced costs included in an annual operating budget approved by the Board or as amended during the academic year.

In paying such costs on behalf of the Academy, CSP shall not charge an added fee (or mark-up). Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of CSP. No corporate costs of CSP shall be charged to, or reimbursed by, the Academy.

If desired, the Board may advance funds to CSP for such costs reimbursable under the Agreement before such costs are incurred (rather than reimburse CSP after the expense is incurred).

CSP shall provide to the Academy and the Board proper documentation and accounting of any advanced funds or reimbursement, and such accounting shall be periodically ratified by the Board.

All items acquired with Academy funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy.

Section 4. Other Institutions. The Academy acknowledges that CSP may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "Institutions"). CSP shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. CSP shall only charge the Academy for expenses incurred on behalf of the Academy.

If CSP incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then CSP shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the

number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties.

Section 5. Review of Budget. CSP shall propose an annual budget for the Academy to the Academy's Chief Administrative Officer ("CAO") and the Board. The Board shall review, revise, and timely approve the annual budget. The Academy's CAO shall not be an employee of CSP but shall be a member of the Academy Board, specifically, the Board Treasurer unless otherwise expressly designated.

Section 6. Procurement Policies. The Board hereby retains the obligation, as provided in the Code, to adopt written policies governing the procurement of supplies, materials, and equipment to the Academy. Unless otherwise prohibited by law, CSP shall directly procure all supplies, materials, and equipment provided that CSP complies with the Code including, but not limited to, Sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274 as if the Academy were making these purchases directly from a third party supplier or vendor and the Board's written policies promulgated thereunder related to such items. CSP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties or vendors.

ARTICLE V

Proprietary Information

Section 1. Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by CSP at the direction of the Board using Academy funds. All such intellectual property shall be provided to the Academy prior to the termination of Services under this Agreement. CSP agrees that it and its employees, agents, and successors or assigns will execute any document or agreement necessary to affect these property rights without delay or cost to the Academy.

Section 2. CSP's Rights to Curriculum and Educational Materials. CSP shall own, without restriction, all curriculum and educational materials, and all other proprietary information owned by, developed by or otherwise in the possession of CSP, except as set forth in this Article.

Section 3. Non-Disclosure of Proprietary Information; Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of Information Act, the proprietary information and materials of either party shall be held in strict confidence by the other party.

During the Term of this Agreement, and continuing for three (3) years thereafter, both parties hereby agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party.

If a party uses or discloses such proprietary information in violation of this Section 3, the disclosing party shall (a) be liable to the other party for all damages, including, but not limited to,

lost profits resulting from the breach, and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section 3.

Section 4. Limited License. Subject to the terms and conditions of this Agreement, each of the parties grants to the other party a non-transferable, non-sub-licensable, and non-exclusive license to use its name, logo, trademarks, service marks (“Marks”) in connection with the operation of the Academy under this Agreement. Neither party shall use the other party’s Marks in a manner that is disparaging to, or otherwise harms the goodwill associated with, those Marks. Use of the other party’s Marks is derived solely from this Agreement and limited to use in the Academy’s operations in compliance with the Agreement and all reasonable standards for use which either party shall prescribe from time to time during its term. Any unauthorized use by one party of the other party’s Marks will be a breach of this Agreement and an infringement of the other party’s rights in its Marks. Upon expiration or termination of this Agreement, neither party may use the other party’s Marks except with the prior written approval of the other party.

ARTICLE VI

Termination

Section 1. Termination by CSP. CSP may terminate this Agreement, in accordance with the Authorizer’s Educational Service Provider Policies, prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below.

1. CSP may immediately terminate this Agreement with no additional liability or responsibility to provide Services under this Agreement, except as provided in Sections 7 and 8 below if CSP fails to receive reimbursement for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or reach an agreement with CSP on the payment of these funds or else an immediate breach may be declared.
2. CSP may also immediately terminate this Agreement with no additional liability or responsibility to provide Services under this Agreement, except as provided in Sections 7 and 8 below, upon the occurrence of the following:
 - a) Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by successors and assigns, facility closure, or reconstruction ;
 - b) The Academy is a financially distressed business as set forth in the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq.;
 - c) A determination has been made by a governmental entity, administrative agency or court of law that CSP is required to pay into Michigan Public School Employees Retirement System (MPERS);
 - d) Material failure by the Academy to pay the Fee or undisputed Reimbursable Expenses;
or

- e) If there is a substantial and unforeseen increase in the cost of administering services of this Agreement.

The Academy has thirty (30) days after notice from CSP to remedy any of these breaches except for the breach of non-payment of Payroll Costs.

Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to CSP outstanding as of the date of termination. Failure by CSP to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to CSP under this Agreement or applicable laws, shall not be deemed a waiver of CSP's right and remedies whatsoever.

Notwithstanding the foregoing, CSP may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that CSP delivers written notice of intention to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year.

Section 2. Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event that CSP fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to:

1. material failure by CSP to account for its expenditures;
2. material failure by CSP to pay Academy operating expenses as required under this Agreement (provided that CSP has received such funds from the Academy);
3. material failure by CSP to provide the Services as required by this Agreement;
4. a determination has been made by a governmental entity or administrative agency or court of law that CSP is required to participate in MPSERS; or
5. any action or inaction by CSP that is not cured within sixty (60) days of notice thereof which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, termination or suspension by the Authorizer as evidenced by written notification from the Authorizer.

CSP has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment by CSP of funds disbursed by the Academy for the purposes contemplated and prescribed by the Agreement (provided that CSP has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. CSP has thirty (30) days after written notice from the Academy to remedy all other breaches. Upon expiration of this Agreement, or termination for any reason, all reasonably undisputed amounts due to CSP shall immediately become due and payable by the Academy, unless otherwise agreed in writing by CSP.

Notwithstanding the foregoing, the Academy may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that the Academy delivers written notice of intent to terminate to CSP at least ninety (90) days prior to the

end of the then-current academic year. For example, upon written notice delivered on or before April 1, 2023, the Academy may terminate this Agreement without cause and without penalty effective June 30, 2023, and so forth for each year of the Term.

Section 3. Revocation or Termination of Contract. If the Academy's Contract issued by the Authorizer is revoked or terminated or a new charter contract is not issued to the Academy after the expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties, provided, however, that this Agreement will continue to remain in effect until the termination date set forth in Article II if (i) the Academy has entered into a subsequent Contract with a public school academy authorizing body, and (ii) this Agreement has not been terminated pursuant to Article VI.

Section 4. 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 Michigan Department of Education under Section 507, 528, 561 of the Code, MCL 380.507, 380.528, 380.561; or (ii) to undergo a reconstitution pursuant to Section 507, 528 or 561 of the Code, MCL 380.507, 380.528 or 380.561 and the Contract, 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 CSP shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.

Section 5. Change in Law. If any change in federal, state or local law or regulation, or issuance of a judicial or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "Applicable Laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

Section 6. Transition. The Academy and CSP agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy and CSP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. CSP shall perform this transition in a similar manner as described in Article VI, Section 8 below based upon completion of the then-current school fiscal year.

Section 7. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with CSP funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to CSP. All personal

property purchased or leased by CSP using Academy funds shall remain the personal property of the Academy.

Section 8. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

Upon termination or expiration of the ESP Agreement, or in the event that the ESP Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, CSP shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by CSP to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII

Indemnification & Cooperation

Section 1. Indemnification of CSP. To the extent (if any) permitted by law, the Academy shall indemnify, save, and hold harmless CSP and all of its employees, officers, directors and agents against any and all third-party claims, demands, law suits, causes of action, or other forms of liability that may arise out of or by reason of any noncompliance by the Academy Board with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentation or any breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement, from which the Academy or its Board is not immune from suit or damages.

In addition, the Academy shall, to the extent (if any) permitted by law, indemnify, save, hold harmless, and reimburse CSP for any and all legal expenses and costs associated with the defense of any such third-party claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy. The

indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

CSP agrees that for any claim for indemnification made by CSP, to the extent the interests of CSP and the Academy are aligned, the parties agree to work with their respective insurance carriers to coordinate a defense to avoid duplicative attorney's fees and minimize the costs of such defense. To the extent the Academy shall be responsible for indemnification of CSP, Academy and its insurer shall have the right to select the attorneys of their choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall the Academy indemnify CSP for the attorney fees accrued by CSP in the regular course of business. Nothing in this section prohibits CSP from engaging legal counsel of CSP's choosing and at CSP's expense.

Section 2. Indemnification of the Academy. CSP shall indemnify, save, and hold harmless the Academy and all of its employees, officers, directors, subcontractors and agents against any and all third party claims, demands, lawsuits, causes of action or other forms of liability that may arise out of, or by reason of (a) noncompliance by CSP with any agreements, covenants, warranties in this Agreement, including any claim for failure to pay wages (including overtime), or for failure to make the requisite employer tax filings, deductions, and payments to the appropriate federal, state, and local tax authorities on behalf of all persons employed by CSP to provide Services under this Agreement, or (b) undertakings of CSP contained in or made pursuant to this Agreement, and any misrepresentation or breach of the Agreement.

In addition, CSP shall indemnify, save and hold harmless, and reimburse the Academy for any and all legal expenses and costs associated with the defense of any such third-party claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by CSP. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of CSP.

The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of CSP and the Academy are aligned, and to the extent permitted by the Academy's insurance carrier, the parties agree to coordinate a defense to avoid duplicative attorney's fees and minimize the costs of such defense. To the extent CSP shall be responsible for indemnification of the Academy, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall CSP indemnify the Academy for the attorney fees accrued by the Board in the regular course of business. Nothing in this section prohibits the Academy from engaging legal counsel of the Academy's choosing and at the Academy's expense.

Section 3. Indemnification for Negligence. CSP shall indemnify and hold harmless the Academy and its boards of directors, board members, partners, officers, employees (if any), agents and representatives from any and all claims and liabilities which may arise out of the negligence of CSP, its trustees, directors, officers, employees, agents, or representatives. If desired

all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by CSP.

To the extent permitted by law (if any), the Academy shall indemnify and hold harmless CSP and its trustees, directors, officers, employees, agents and representatives from any and all claims and liabilities which may arise out of an error or omission by the Academy Board for which there is not immunity from tort liability or constitutional liability. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy.

Section 4. Immunities and Limitations. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 5. Responsibility of the Parties. Subject to Article XII, Section 14, each party will be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents and employees (if any) in connection with the performance of that party's responsibilities under this Agreement.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations under this Agreement as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy of the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).

Section 7. 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.

ARTICLE VIII

Insurance

Section 1. Academy Insurance. The Academy shall maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in the amount and on such terms as required by the provisions of the Contract, including the indemnification of CSP required by this Agreement, and naming CSP as an additional insured. The Academy will, upon request, present evidence to CSP that it maintains the requisite insurance in compliance with the provisions of this section. CSP shall comply with any information or reporting requirements to the Academy under the Academy's policies with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

Section 2. CSP Insurance. CSP will secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSP will maintain such policies of insurance as are required by the Contract, including the indemnification of the Academy as required by this Agreement. In the event that Authorizer requests any change in coverage, CSP agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. CSP will, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to CSP under CSP's policy with its insurer(s), to the extent practicable.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article VIII. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by state law, covering their respective employees, if any.

ARTICLE IX

Warranties and Representations

Section 1. Warranties and Representations of the Academy. The Academy represents to CSP that (a) it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.

Section 2. Warranties and Representations of CS Partners, Inc. CS Partners, Inc. represent and warrant to the Academy that (a) it is a Michigan corporation in good standing duly

authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 3. Warranties and Representations of Partner Solutions for Schools. Partner Solutions for Schools represents and warrants to the Academy that: (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan; (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; (c) its actions have been duly and validly authorized; and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 4. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or effecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X

Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Mecosta County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Mecosta County, Michigan, with such variations as the parties and arbitrators unanimously accept. The final decision shall be a cause decision (written explanation). The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration before a single arbitrator, and such procedure shall be the sole and exclusive remedy for such matters. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Mecosta County, Michigan, with such variations as the parties and arbitrator unanimously accept. The arbitrator's award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable

attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available.

ARTICLE XI Non-Discrimination

Section 1. The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, pregnancy, age, height, weight, disability, genetic information, marital status or veteran status.

Section 2. The parties further agree not to discriminate against any student or other recipient of services under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.

Section 3. A substantiated breach of a covenant in this Article may be regarded as a material breach of the Service Agreement.

ARTICLE XII Miscellaneous

Section 1. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and CSP regarding the subject matter hereof. This Agreement, including Exhibit A, constitutes the entire agreement of the parties.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, pandemic, labor strike, flood, terrorism, pandemic, or other acts beyond its reasonable control.

Section 3. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan.

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by First Class U.S. mail or certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by First Class mail, on the 3rd business day after the postmark date or if given by certified or registered mail, upon certified/registered receipt,

whichever first occurs. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy: Board President
Crossroads Charter Academy
215 N. State Street
Big Rapids, MI 49307
ATTN: TIME-SENTIVE OFFICIAL NOTICE
w/copy to the Board President's email address as posted on
the Academy's website

CSP: CS Partners
Partner Solutions for Schools
c/o Chris Matheson
869 South Old US 23
Brighton, Michigan 48114

Section 5. Assignment. This Agreement shall not be assigned (a) by CSP, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of CSP, in writing, which consent shall not be unreasonably withheld. CSP may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of CSP hereunder to any independent contractor, expert or professional advisor. However, this Agreement shall not be assignable without prior notification to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

Section 6. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer's Educational Service Provider Policies.

The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Finance Authority or any other type of financing that is tax-exempt pursuant to the Internal Revenue Code of 1986 as amended, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Services Provider Policies.

Section 8. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 9. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and CSP. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

Section 12. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

Section 13. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to CSP any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with the Contract and all applicable laws. The parties agree to comply with all applicable laws.

Section 14. Governmental Immunity. Nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees (if any), and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407.

Section 15. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

Section 16. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

Section 17. Limitation of Liability. **IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, NO MATTER HOW CHARACTERIZED, RELATING TO THIS AGREEMENT AND**

ARISING FROM ANY CAUSE WHATSOEVER, EXCEPT WITH RESPECT TO INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ACTUALLY AWARDED TO A THIRD PARTY OR ASSESSED BY A GOVERNMENTAL AUTHORITY AND FOR WHICH A PARTY IS PROPERLY ENTITLED TO INDEMNIFICATION FROM THE OTHER PARTY PURSUANT TO THE EXPRESS PROVISIONS OF THIS AGREEMENT.

[Signature Page Follows]

The undersigned hereby execute this Agreement as of the date set forth first above.

The Academy:

CROSSROADS CHARTER ACADEMY, a
Michigan public school academy

By: 

Its: Board President


CSP:

CS PARTNERS, INC., a Michigan
corporation

By: 

Its: Designated Officer

**CSP MANAGEMENT INC., d/b/a PARTNER
SOLUTIONS FOR SCHOOLS,** a Michigan
corporation

By: 

Its: Designated Officer

Exhibit A
to
SERVICES AGREEMENT

CSP has agreed to provide comprehensive educational, administrative, and operations services (the "Services") to the Academy. The purpose of this Exhibit A is to set forth and define the Services to be provided by CSP pursuant to the Agreement with greater specificity, but not to limit CSP's duty to provide the Services.

**EDUCATIONAL MANAGEMENT SERVICES
TO BE PROVIDED BY CSP**

A. CSP shall implement the Educational Program (defined in Article I, Section 2 of the Agreement). Modification of the Educational Program as provided in the Contract may only occur with the prior written consent of the Board and, if required, an amendment to the contract which requires Authorizer approval.

B. CSP may perform functions other than Instruction, including but not limited to purchasing, professional development and administrative functions off-site (i.e., not on the Academy property), unless prohibited by applicable laws. Student records, which are the property of the Academy, and books and records of the Academy, shall be maintained by CSP and available at the Academy's site.

C. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, CSP shall enroll students for the Academy in accordance with such policies provided that said policies are in compliance with the contract and applicable laws.

D. CSP shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations as to students only (and not as to faculty). The Board hereby retains the right to provide due process, as required by law, if desired.

E. CSP shall administer and provide the Educational Program in a manner which shall meet the requirements imposed under the Contract and applicable laws, unless such requirements are waived. The Academy hereby agrees to interpret State and local regulations within the confines of applicable law in order to give CSP flexibility and freedom to implement the Educational Program in CSP's desired manner.

F. In order to supplement and enhance the School Aid payments received from the State of Michigan, and improve the quality of education at the Academy, CSP shall assist the Academy's efforts to obtain revenue from other sources (the "Funding Sources"), and in this regard:

1. the Academy and/or CSP with prior Board approval may solicit and receive grants and donations in the name of the Academy from various Funding Sources consistent with the mission of the Academy;

2. the Academy and/or CSP with prior Board approval may apply for and receive grant money in the name of the Academy from various funding sources;
3. to the extent permitted under the Code and Contract, and with the approval of the Board, CSP or the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs; and
4. all funds received by the Academy from such other revenue sources (generally, the "Additional Revenue") shall inure to and be the deemed property of the Academy (however, as provided in the Article IV, Section 1 of the Agreement, the Fee may apply against all such Additional Revenue, but only to the extent permitted by law).

G. CSP may subcontract any and all aspects of the Services. However, CSP shall not subcontract the management, oversight or operation of the teaching and instructional aspects of the Services (the "Instruction"), except as specifically permitted in this Agreement, or with prior written approval of the Board. Any services to be provided by CSP that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by or passed through as an additional cost to the Academy.

H. CSP shall not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer.

I. CSP shall provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board's reasonable request, to enable the Board to monitor CSP's performance under this Agreement.

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY CSP

J. CSP shall be directly accountable to the Board for the administration, operation and performance of the Academy in accordance with the Contract. CSP's obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement. The Services shall be funded by the Academy budget, and neither CSP nor the Academy shall be permitted to expend Academy funds on the Services in excess of the amount set forth in the Academy Budget.

K. CSP shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each Academy student. CSP shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, CSP shall utilize assessment strategies required by the Educational Program. The Academy and CSP will cooperate in good faith to identify other measures of and goals for students and school performance.

L. CSP shall plan and supervise special education services to students who attend the Academy. CSP or the Academy may subcontract these services if it determines that it is necessary

and appropriate for the provision of services to students with special needs, or if instruction cannot be met within the Academy's program. Such services shall be provided in a manner that complies with applicable laws.

M. CSP shall be responsible for all of the management, operation, administration and education at the Academy which includes, but is not limited to:

1. implementation and administration of the Educational Program and the selection and acquisition of instructional materials, equipment and supplies;
2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
3. aspects of the business administration (as determined as generally understood in the industry) of the Academy as agreed between CSP and the Board;
4. any function necessary or expedient for the administration of the Academy consistent with the Educational Program, or otherwise approved by the Board.

N. Except as otherwise provided in this Agreement, CSP shall keep all student, educational, and financial records relating to the Academy available at the Academy site, and the same shall be available for public inspection upon reasonable request in accordance with applicable laws. All student, educational and financial records pertaining to the Academy will remain the property of the Academy and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities.

Except as permitted under the Code, CSP shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If CSP receives information that is part of an Academy student's education records, CSP shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136. Except as permitted under the Contract and applicable law, CSP shall not restrict the Authorizer's or the public's access to the Academy's records. All records shall be kept in accordance with applicable state and federal requirements.

O. CSP shall provide the Board with:

1. a projected annual budget not later than 60 days prior to the date when the approved Budget is required to be submitted to the Authorizing Body under the Contract (and to provide, from time to time, such proposed amended budgets as may thereafter be required), collectively the "Budget". The Budget shall comply with Applicable Law, including the Michigan Public School Accounting Manual, the Uniform Budgeting and Accounting Act, MCL 141-421, et seq. and the Budget Hearings of Local Governments Act, MCL 141, 411-415. The Budget shall be in a form satisfactory to the Board and in compliance with the Contract. The Budget shall contain reasonable detail as requested by the Board and as necessary to comply with Generally Accepted Accounting Principles (GAAP). The Budget

shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program, including, but not limited to, the projected cost of all services and Educational Programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The Budget shall include a budget reserve amount as determined by the Board;

2. detailed monthly statements (or as requested by the Board) no more than thirty (30) days after month's end. Financial statements will be provided as directed by the Board within reason prior to each Board meeting to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in fund balance at object level detail with comparison of budget-to-actual and explanations of variance, and a cash flow statement. These statements shall include all revenues received, from whatever source, with respect to the Academy, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of the Academy, whether incurred on-site or off-site;
3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and CSP will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy. All finance and other records of CSP related to the Academy will be made available by CSP to the Academy, the Academy's independent auditor and the Authorizer upon request; and
4. other information as reasonably requested by the Board to enable the Board to monitor CSP's performance under the Agreement.

HUMAN RESOURCES SERVICES TO BE PROVIDED BY CSP

P. CSP shall include in the proposed Budget recommended staffing levels required by CSP to perform the Services contemplated by this Agreement, and shall recruit, select, hire, supervise, evaluate, assign, discipline and transfer personnel, consistent with Applicable Laws, and consistent with the parameters adopted and included within the Academy's Budget and the Educational Program.

Q. As set forth in the Agreement, CSP shall identify and appoint a School Leader and if applicable, members of a Leadership Team to administer the Educational Program at the Academy (the "School Leader"). The School Leader will be an employee of CSP.

R. CSP shall work with the School Leader to recruit, select, hire, and assign individuals to provide teaching services at the Academy, with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract and Applicable Law. CSP shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part time

basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by CSP. Each teacher assigned to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Authorizer, and State and federal law.

S. CSP shall work with the School Leader to recruit, hire and assign individuals to provide support staff services at the Academy. Such support staff shall be qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in the discretion of CSP, provide services at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, said support staff may also provide services at another institution, or other locations approved by CSP.

T. Since, except as specified in this Agreement, all teaching, support staff and other non-teaching personnel performing functions on behalf of the Academy shall be employees of CSP, compensation of all employees of CSP shall be paid by CSP. For purposes of the Agreement and this Exhibit, "compensation" shall include salary and benefits. Evaluation and compensation systems administered by CSP shall comply with all applicable laws, including Sections 1249, 1249a, 1249b and 1250 of the Revised School Code and any successor statute that is substantially similar to Sections 1249, 1249a, 1249b and 1250. CSP shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable laws, CSP shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. CSP accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations for work already completed irrespective of whether CSP receives an advancement of its costs or the payment of service from the Academy. However, Academy's non-payment of such funds is considered a material breach of this Agreement.

U. CSP will complete and sign all necessary 401K regulatory and plan documents for its employee benefits plan as required by law and as fiduciary agent of the plan.

Crossroads Charter Academy Board of Directors
Resolution to Approve Final ESP Agreement for Execution

WHEREAS, section 3.2 of the Terms and Conditions of the Charter Contract ("Contract") between the Grand Valley State University Board of Trustees (the "University Board") and the Crossroads Charter Academy Board of Directors (the "Academy Board"), authorizes the Academy Board to engage in an agreement with an educational service provider to carry out the operational activities of the Academy; and

WHEREAS, section 380.504a(d) of the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Section 380.1 to 380.1852 of the Michigan Compiled Laws (the "Code"), grants the Academy the power to enter into binding legal agreements with persons or entities as necessary for the operation, maintenance of the Academy; and

WHEREAS, the Academy Board has determined that it is in the best interest of the Academy to enter into an agreement with CS Partners, Inc. and CSP Management, Inc.

WHEREAS, the Academy Board has been provided the opportunity to review the final proposed agreement with the Academy's Legal Counsel and will obtain a legal opinion from its Legal Counsel as required by the Grand Valley State University Charter Schools Office Educational Service Provider Policies ("ESP Policies") and will submit a copy of the final executed legal opinion to the Grand Valley State University Charter School Office.

WHEREAS, the Academy Board has provided an opportunity for public comment on the proposed agreement prior to a formal vote by the Board.

WHEREAS, the Academy Board has approved, by majority vote, the form of the educational service provider agreement (the "Agreement") attached hereto and has submitted the Agreement to the authorizing body prior to the execution of the Agreement for their review and comment on the substance of the Agreement and its adherence to the ESP Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Academy approves the educational service provider agreement and authorizes the Treasurer of the Board to execute the Agreement on behalf of the Academy.

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Crossroads Charter Academy Board of Directors at a properly noticed open meeting held on the 15th day of June, 2022, at which a quorum was present.

By: 
Board Secretary

New Business

ENROLLMENT

The Academy shall comply with application and enrollment requirements pursuant to applicable Federal and State law and the terms and conditions of the charter contract.

Public School Academies have Federal and State obligations to report certain data including the race and ethnicity of their student populations. Academies cannot use the acquired data to discriminate against students.

No applicant for admission shall, on the basis of, race, color, ethnicity, national origin, immigration status, sex, (including sexual orientation or gender identity or expression), pregnancy, mental or physical disability, age, religion, height, weight, marital or family status, military status, ancestry or genetic information, or any other basis that would be illegal for an existing public school be discriminated against.

Academy enrollment must be open to all individuals who reside in Michigan. Copies of phone and water bills or lease agreements may be requested to establish residency requirements. The Academy's requirements to establish residency must be applied in the same way to all students. The Academy may not ask about a student's citizenship or immigration status (or the status of their parents/guardians) in determining residency. In addition, a homeless student (including an undocumented homeless student) cannot be denied enrollment because he/she cannot provide required documents to establish residency.

A copy of a birth certificate or other reliable proof of identity must be provided. If the person enrolling the student does not comply, local law enforcement agency will be contacted to investigate. The Academy has the authority to determine the type of "other reliable proof" of student's identity and age. "Other reliable proof" includes: foreign birth certificate; religious, hospital, or physician's certificate showing date of birth; baptismal record; adoption record; passport; affidavit from a parent; previously verified school records; or other documents permitted by law. The Academy will not deny enrollment because the parent or legal guardian did not provide a birth certificate or other reliable proof.

The person enrolling the student must provide proof of parentage (birth certificate is sufficient), custody paperwork, legal guardianship or other legal paperwork indicating a right to enroll. A copy of the person enrolling the child's driver's license will need to be made as well.

Academy admissions may be limited to students within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district. The Academy may not prevent a student from enrolling because the student has a foreign birth certificate.

No student may be denied participation in the application process due to lack of student records.

The Board of Directors shall establish the enrollment calendar prior to each enrollment period, including the dates for the following:

1. Re-enrollment period for current students
2. Open enrollment for new applicants
3. Legal notice in a local newspaper of general circulation that includes:
 - The process for requesting and submitting applications,
 - The beginning date and the ending date of the application period,

- The date, time, and place the random selection drawing will be held, if needed
- Note: The Academy must forward a copy of the legal notice or advertisement to the authorizer.
4. Lottery: random selection drawing

The Board of Directors shall establish the maximum enrollment numbers prior to the date for the lottery, as stated on the enrollment calendar. The Board of Directors shall also confirm the grades to be offered for that enrollment. If the Board chooses to offer a different grade range for the next school year, a contract amendment and authorizer approval must first occur.

If the Academy reserves the right not to accept an applicant for enrollment due to the applicant's expulsion or suspension from a previous school for any reason, or conviction of a felony, under state law, then an administrative review of the applicant's disciplinary record must occur prior to the Academy requesting the student's CA-60. The student's enrollment will be contingent upon receiving and reviewing the student's entire educational record, including all special education and disciplinary records, prior to granting enrollment in the Academy.

Enrollment Preferences

Due to enrollment space being limited, students must enroll each year. Preference will be given to

- Siblings of currently enrolled students
- Children of a person who is employed by the Academy
- Children of a member of the Board of Director of the Academy
- Siblings of students selected in the random selection process

Re-enrollment

1. The Academy shall notify parents/guardians of all enrolled students of the deadline for re-enrollment. The re-enrollment notice must also request that the parent/guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
2. After collecting the parent/guardian responses, the Academy must determine the following:
 - The number of students who have re-enrolled per grade.
 - The number of siblings seeking admission for the upcoming academic year per grade.
 - The number of spaces remaining, per grade, after enrollment of current students and siblings.
 - If there is not enough space at a particular grade for all the siblings, then the Academy must develop a waiting list for siblings of re-enrolled students as determined by the random selection drawing.
3. Any student who was enrolled in the immediately preceding academic year is guaranteed admission for the following year, as long as an enrollment form for that student (or other adequate substitute) was received prior to the re-enrollment deadline and that particular grade is offered by the Academy.
4. An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period of new students.

Application Process

1. The application period shall be a minimum of two weeks in duration, with evening and weekend times available. Applications are accepted via fax, scanned e-mail, mail and personal delivery.
2. The Academy accepts applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicant shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
3. In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined at the lottery by random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
4. After the students have been selected to fill the maximum number of spaces allowed by the Board, no more space will be deemed available. In the event that space becomes available, students shall be admitted according to the official waiting list or if no waiting list, on a first-come, first-served basis.

Random Selection Drawing

1. A random selection drawing will be conducted if the number of applications exceeds the number of available spaces. The Academy shall:
 - Establish written procedures for conducting a random selection drawing.
 - Use a credible, neutral "third party" such as an ISD representative, CPA firm, or government official, to conduct the random selection drawing.
 - Establish the maximum number of spaces available per grade or grouping level.
 - Establish the date, time, place and person to conduct the random selection drawing.
 - Notify the authorizer of the both the application period and the date of the random selection drawing, if needed. The authorizer may have a representative on-site to monitor the random selection drawing process.
 - Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
 - Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
 - Draw first the youngest grade for which a drawing is necessary.
 - Add siblings of students that have been selected to the appropriate grade. If that grade is full, then the sibling(s) will be added to the bottom of the sibling part of the waiting list of that grade.
2. The Academy shall notify applicants of the results from the random selection drawing. Students shall appear on the official waiting list in the order they were selected in the random selection drawing. The Academy will notify applicants not chosen in the random selection drawing that they were not selected and their name has been placed on the Academy's official waiting list for openings that may occur during the academic year.

Waiting List

The position on the waiting list shall be determined by random selection drawing. After the drawing, slots on the waiting list are considered on a first come, first served basis. Siblings of a currently enrolled student or children of a person who is employed by the Academy or who is on the Board of Directors of the Academy are given preference on the waitlist; however, this is not a guarantee that a seat will

become available. Students who are on the waiting list as non-siblings and become a sibling, due to the acceptance and attendance of their brother/sister, will be given sibling status.

Students on the waiting list will be contacted with any offer of admission to the Academy. It is the parent/guardian's responsibility to notify the school with any change of contact information. Any student who is offered a seat at the Academy and declines admittance, will need to reapply. The waiting list shall cease to exist at the beginning of the next application period. Students on the waiting list at that time will need to reapply.

Disciplinary Record Review Procedure

When the student enrollment application indicates that the prospective student has been suspended or expelled from any previous school, the Academy must conduct a disciplinary review of the prospective student's discipline record, **before** requesting the student's CA-60, to determine his/her eligibility for enrollment. The parent /guardian must provide a copy of the disciplinary record to the Academy or the parent /guardian must complete and sign a Request for Discipline which would allow the Academy to obtain a copy of the disciplinary record.

The Academy administration will conduct an investigative review of the circumstances that led to the suspension. Based on the findings, the Academy administration will contact the parents/guardians to discuss the prospective student's eligibility for enrollment. The Academy reserves the right to decline acceptance to a prospective student for enrollment and attendance if the student has been expelled or suspended from a previous school for any reason as allowed by Michigan law.

The Academy may refuse to enroll an applicant if the any of the following are met:

1. The applicant is or has been within the preceding two years suspended from another school.
2. The applicant at any time before enrolling has been expelled from another school.
3. The applicant at any time before enrolling has been convicted of a felony.

If the Academy has counted the student for purposes of State Aid funding during this enrollment process, the Academy cannot refuse to enroll or refuse to continue to enroll the student for a reason stated above. However, the Academy is not prohibited from expelling the student for disciplinary reasons.

HOMELESS STUDENTS

It is the policy of the Academy to ensure that children who meet the Federal definition of "homeless" have equal access to the same free, appropriate public education as provided to other students.

Definitions

The term "homeless children and youth" (children and youth in transition) means

- Children and youth who lack a fixed, regular and adequate nighttime residence, and includes children and youth
 - ✓ Who are sharing the housing of other persons due to loss of housing, economic hardship, or similar reason;
 - ✓ Who are living in motels, hotels, campgrounds or trailer parks due to lack of alternative adequate accommodation;
 - ✓ Who are living in emergency or transitional shelters; or

- ✓ Who are abandoned in hospitals
- Children and youth who have a primary nighttime residence that is a private or public place not designated for or ordinarily used as a regular sleeping accommodation for human beings.
- Children and youth who are living in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar setting.
- Migratory children and youth who are living in a situation described above.
- Preschool aged children living in a situation described above to the extent the Academy offers a public education to preschool children.
- Unaccompanied youth who qualify as homeless because they are living in circumstances described above. The term “unaccompanied youth” includes a youth not in the physical custody of a parent/guardian. This includes:
 - ✓ Runaways living in shelters, abandoned buildings, cars, on the streets, or in other inadequate housing;
 - ✓ Children and youth denied housing by their families (referred to as “throwaway children and youth”); and
 - ✓ School age unwed mothers living in homes for unwed mothers due to lack of other housing

When determining whether or not a child or youth is homeless, the relative permanence of the living arrangements should be taken into consideration. Determinations of homelessness should be made on a case-by-case basis. Incarcerated children and youth are not considered homeless.

Information about a youth’s living situation must be treated as a student education records and is subject to the protections of the Family Educational Rights and Privacy Act (FERPA)

Homeless Liaison Responsibilities

The Academy’s Homeless Liaison will:

- Identify children and youth in transition at the Academy
- Enroll the homeless student even if standard documents are missing, such as academy records, medical records, proof of residency
- Assist, if necessary, in obtaining immunization or medical records
- Contact the school last attended by the homeless student to obtain academic and other records
- Provide homeless student with services comparable to those offered to non-homeless students such as:
 - ✓ transportation
 - ✓ educational services under Title I, for children with disabilities and limited English proficiency and other educational services for which student is eligible under state and local programs
 - ✓ School nutrition program
 - ✓ Gifted program
 - ✓ Head Start, Even Start and other preschool programs and health care and mental services, as appropriate
- Collaborate with MDE consortia and community agencies to provide services to homeless students
- Resolve enrollment disputes, including
 - ✓ Enroll student immediately until dispute settled
 - ✓ Provide written explanation to parents/guardians of the Academy’s decision regarding student enrollment at a school other than the one requested, including right to appeal Academy decision

- ✓ Carry out dispute resolution process expeditiously
- Refer homeless families and students to housing services and are authorized (after receiving training) to affirm whether youth meet the U.S. Department of Housing and Urban Development (HUD) definition of homeless to qualify them for HUD homeless assistance programs
- Train Academy personnel such as administrators, counselors, social workers, teachers, attendance officers, registrars, federal programs staff, on the possible indicators of homelessness
- Disseminate public notice of McKinney-Vento rights in locations frequented by parents, guardians and unaccompanied youths in manner and form understandable to parents, guardians and youths
- Ensure that school personnel providing McKinney-Vento services receives professional development and support
- Ensure unaccompanied homeless youth:
 - have opportunities to meet State academic achievement standards, including implementing procedures to remove barriers to credit accrual
 - Are informed of their status as independent students for financial aid and may obtain assistance to receive verification for the FAFSA
- Collect and provide to the State Coordinator information to fulfill data collection
- Collaborate with MDE Homeless Education for technical assistance and support at https://www.michigan.gov/mde/0,4615,7-140-81376_51051-252888--,00.html

School Selection

A student who qualifies as homeless has the right to attend one of two schools: the school of origin or the local attendance area school. "School of origin" is defined as the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool programs and feeder schools. The "local attendance school" is defined as any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend. In selecting a school, children and youth in transition will remain at their schools of origin, unless that is against the parent or youth's wishes. The same applies if a child or youth loses his or her housing between academic years. The school placement determination should be based on the individual student. Factors which the Academy should consider include:

- The age of the child or youth;
- The distance of a commute and the impact it may have on the student's education;
- Personal safety issues;
- A student's need for special instruction (e.g., special education and related services);
- The length of anticipated stay in a temporary shelter or other temporary location; and
- The time remaining in the school year.

Dispute Resolution Procedure

If a dispute arises over the school selection process or enrollment, the child or youth in transition will be admitted immediately to the Academy in which enrollment is sought, pending final resolution of the dispute.

The homeless liaison will ensure that the student is enrolled in the requested Academy and receiving other services to which he or she is entitled and will resolve the dispute as expeditiously as possible. The parent or unaccompanied youth will be given every opportunity to participate meaningfully in the resolution of the dispute. The homeless liaison will keep records of all disputes in order to determine

whether particular issues or schools are delaying or denying the enrollment of children and youth in transition repeatedly.

The student will also have the rights of a student in transition to all appropriate educational services and transportation while the dispute is pending. The Academy where the dispute arises will provide the parent or unaccompanied youth with a written explanation of its decision within five (5) school days and the right to appeal and will refer the parent or youth to the homeless liaison immediately.

If the parent or student wishes to appeal the decision, the parent or youth must notify the Academy's Homeless Liaison in person, by phone, email or in writing within two (2) school days of the receipt of the decision. The Academy's Homeless Liaison will immediately share the written dispute documents with the Homeless Coordinator at the Academy's ISD. The ISD Homeless Coordinator will review the dispute documents and make a written recommendation to the Academy Liaison regarding the resolution of the complaint, in the best interests of the student's education.

For any dispute which cannot be resolved by the Liaison or the ISD Homeless Coordinator, the appeal will be reported to the State Coordinator for the Education of Homeless Children and Youth at the Michigan Department of Education. Appeals made to the State Coordinator must be in writing and signed by the parent or youth. The Academy's Homeless Liaison or the MV Grant coordinator may assist the parent or youth in preparing the written documents. According to State guidelines, the State Coordinator has an additional five (5) school days from the time of notification to forward the information to three regional McKinney –Vento staff. These regional staff will review all documentation in the case and use the MDE Dispute Review Form to submit a summary, concerns and recommendations to the State Coordinator within five (5) school days. Within two (2) school days after receiving the regional reviews, the State Coordinator will render a decision and notify the all interested parties in writing.

Individuals not satisfied with the State Coordinator's proposed resolution can appeal such decision to the OES (Office of Educational Supports) Special Population Manager. Within five (5) school days after receiving the regional reviews, the Special Populations Manager will render a final decision and notify the all interested parties in writing.

The final decision in such disputes rests with the MDE Office of Educational Supports.

There are no federal level appeals for McKinney-Vento disputes through the US Department of Education.

Enrollment

Unaccompanied youths may enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling or the Liaison. Enrollment may not be denied or delayed due to lack of any document normally required for enrollment, including:

- Proof of residency
- Transcripts/school records

- Immunizations or immunization/health/physical records
- Proof of guardianship
- Birth certificate
- Unpaid school fees
- Lack of uniforms or clothing that conforms to dress code
- Any factor related to the student's living situation

The Academy will coordinate transfer of school records with other schools and contact the student's previous school to obtain records. Initial placement of a student whose records are not immediately available will be made based on the student's age and information gathered from the student, parent, and previous schools or teachers. If no immunization records are available, the Academy office will refer the student to the Liaison to assist with obtaining these records from state registries and/or community-based clinics.

Transportation

The Academy must provide homeless students with transportation to and from their school of origin, at the parent/guardian's request (or in the case of an unaccompanied youth, the liaison's request) according to the following requirements, as applicable:

- If the homeless student continues to live in the district where the Academy is located, the Academy must provide or arrange for the homeless student's transportation to or from the Academy.
- If the student continues to attend the Academy (the school of origin) but begins living in another school district, the Academy and the school district in which the homeless student is living must agree upon a method to apportion the responsibility and cost for providing transportation to and from the school of origin. If the schools cannot agree upon a method, the responsibility and costs for transportation are shared equally.

A school is required to provide transportation to homeless students even when it does not provide transportation to non-homeless students.

Title IA funds can be used to pay for transportation costs associated with transporting student and unaccompanied youth to and from their school of origin.

Absences

The Academy will excuse any tardiness or absence related to a homeless student's living situation when applying any school policy regarding tardiness or absences.

Services

Children and youth in transition will be provided services comparable to services offered to other students in the Academy. All educational services for which the student meets eligibility criteria, including special education, TST support and related services will be provided.

If an enrolled student has an Individualized Education Program (IEP) it will be implemented immediately. Any necessary IEP meetings or re-evaluations will then be conducted expeditiously. If complete records

are not available, IEP teams must use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services. In all cases, the goal will be to avoid any disruption in appropriate services.

Free & Reduced Lunch Application

All children and youth in transition are eligible for additional support with education-related expenses, including uniforms and field trips. Families in transition should complete the Free & Reduced Lunch Application to begin this process. Although lunch service may not be available at the Academy, eligibility does qualify students for the above supports.

Title I, Part A

Children and youth in transition are automatically eligible for Title I, Part A services, in both targeted and school wide programs.

Schools must reserve (required set-aside) Title IA funds to provide instructional and related services to homeless students. Set-aside funds will be used to provide education-related support services to children and youth in transition, both in school and outside of school, and to remove barriers that prevent regular attendance.

Schools have the option to reserve Title IA funds to provide additional services to homeless students that may not be provided to all Title IA students. These must be educationally related services such as:

- Items of clothing, if necessary to meet a school's dress or uniform requirement
- Clothing and shoes necessary to participate in physical education classes
- Student fees that are necessary to participate in the general education program
- Personal school supplies such as backpacks, notebooks, etc.
- Birth certificates necessary to enroll in school
- Food- if needed to continue participation in Title I afterschool or summer programs and if the food is not available through other sources within the community (i.e., food banks or pantries)

Schools also have the option to use Title IA funds to pay up to 100% of the Homeless Liaison even if the Homeless Liaison has no other Title I duties since all homeless students are categorically Title IA students. This salary will count toward the 10% administrative cap under Title IA.

The Academy's Title I plan will be coordinated with McKinney-Vento services, through collaboration between the Title I director and the local liaison. The plan must describe services that will be provided to support the enrollment, attendance and success of homeless students, including services provided with the Title I homeless required set aside. The plan must demonstrate how the Academy will close the achievement gap between students meeting and not meeting state academic standards. Children and youth in transition will be assessed, reported on, and included in accountability systems, as required by federal law and the U.S. Department of Education Regulations and Policy Guidance.

Additional Resources

- National Center for Homeless Education- <http://center.serve.org/nche/>
- National Association for the Education of Homeless Children and Youth- <http://naehcy.org>

- MDE Education of Homeless Children and Youth- http://www.michigan.gov/mde/0,1607,7-140-6530_30334_40067---,00.html

FOSTER CHILDREN – TRANSPORTATION

If it is determined by the Michigan Department of Health and Human Services (MDHHS) that the foster child should remain in the school of origin and the student is placed outside of the LEA:

1. For students who are Title IV –E eligible, the MDHSS will pay the entire “additional cost” for transportation when it is determined the child will remain in their school of origin.
2. For students who are not Title IV –E eligible, the MDHSS will split the “additional cost” for transportation to the school of origin with the Academy at a rate of 50%-50%.

When transportation is required to start prior to the Title IV-E eligibility determination, both parties should complete the MDHHS Transportation Plan Agreement (located in Forms). It is the foster care worker’s responsibility to notify the Academy once the Title IV-E eligibility determination has been completed so that payments can be processed.

For students placed in foster care **but remain within the school of origin school district**, “additional costs” for transporting the student will not be reimbursed by MDHHS.

Academies may use Title I, Part A funds to cover the “additional cost” of transporting ineligible Title IV-E students to their school of origin.

The MDHHS Education POC (Point of Contact) is responsible for assisting education staff locate the right caseworker within MDHHS. It is ultimately the assigned case worker’s responsibility to complete all tasks regarding school placement and transportation.

Best interest determinations and school transportation arrangements will be coordinated by the school Foster Care Liaison.

Foster care and education staff work to serve the best interest of the students, regarding school placement. However, when the school is selected by MDHHS or a child placement agency, the school must enroll that student immediately, or within five (5) business days.

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: 6/15/22

Angela Roman
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the _____ Board of Directors at a properly noticed open meeting held on the 15 day of June, 2022, at which a quorum was present.

[Signature]
Board Secretary

SCHEDULE 7-2

CURRICULUM

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

Please see separate file for full Curriculum

SCHEDULE 7-3

STAFF RESPONSIBILITIES

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

- (a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and
- (b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

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

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

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

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

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

ATHLETIC COACH

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Assistant Coach

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for successful organization and planning of athletic programs. The Athletic Coach must possess knowledge in their sport. The Athletic Coach must act be able to instruct and inspire student athletes. The Athletic Coach must schedule practices, games and team meetings. The Athletic Coach should be familiar with the Academy mission and Michigan High School Athletic Association (“MHSAA”) rules and regulations. In addition, the Athletic Coach is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Athletic Coach is responsible for the supervision of all student athletes. In addition, the Athletic Coach will be responsible for the supervision of Assistant Coaches when applicable. Supervisory responsibilities include assisting in rewarding and disciplining athletes, addressing complaints and assisting in the supervision of volunteers and fundraising.

Planning & Implementation

An effective employee in this position will possess the ability to provide support and assistance with the development and implementation of the Academy’s athletic program. The Athletic Coach must be able to identify areas within athletics needing improvement. In addition, the Athletic Coach must assist in organizing volunteering efforts, fundraising, athletic banquets, etc.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of the sport(s) being coached. The Athletic Coach must possess knowledge of the MHSAA rules and regulations, as well as basic first aid training.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Athletic Coach must successfully complete a concussion training course prior to beginning their assignment. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

BUS AIDE

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for assisting in providing safe transportation for assigned students. The Bus Aide will work alongside the Bus Driver to maintain order amongst students on the bus. In addition, the Bus Aide is responsible for assisting students on/off the bus when necessary. The Bus Aide will also inform assigned students of safety protocol. The Bus Aide is responsible for bus inspection and emergency evacuation procedures. In addition, the Bus Aide is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Bus Aide will be responsible for the supervision of all students during transportation. In addition, the Bus Aide must be able to account for multiple students at once.

Planning & Implementation

An effective Bus Aide will be able to plan and execute routine bus maintenance. In addition, the Bus Aide will be able to assist in the planning and implementation of bus evacuation drills and safety protocol.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. The Bus Aide possesses knowledge of safety protocol, first-aid, transportation rules and regulations and emergency evacuations.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

BUS DRIVER

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Head Bus Driver

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for providing safe transportation to all assigned students. A Bus Driver is responsible for all aspects of bus safety and maintenance. A successful Bus Driver must maintain order amongst students in order to promote a safe transportation environment. The Bus Driver must follow all traffic regulations, maintain a regular transportation schedule and maintain the bus equipment. In addition, a Bus Driver is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. A Bus Driver is responsible for the supervision of all assigned students while riding the bus.

Planning & Implementation

An effective Bus Driver will possess the ability to transport students safely. The Bus Driver must be able to follow the scheduled routine, avoid damaging the bus while in operation and maintain the bus equipment.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all traffic laws. In addition, a successful Bus Driver must possess knowledge of all bus equipment and their functions and will maintain knowledge of basic first-aid procedures. An effective Bus Driver will execute safe transportation by adjusting driving techniques during times of inclement weather or changing traffic environments.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard

situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

A Bus Driver must be at least 18 years old and possess valid driver and chauffeur licenses. A Bus Driver must have less than seven points on their driver's license. A Bus Driver must also meet all further requirements identified by Michigan State Law. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 50 pounds.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

CHILDCARE ASSISTANT

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Aide, LatchKey

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for assisting in all aspects of the Childcare program. The Childcare Assistant will work under the supervision of the School Leader. In addition, the Childcare Assistant must maintain a safe and orderly environment for students and must account for all assigned students within the program. The Childcare Assistant is subject to all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Childcare Assistant will be responsible for the supervision of all assigned students in the Childcare program.

Planning & Implementation

An effective employee in this position will provide effective childcare within a designated program. In addition, the Childcare Assistant will assist with instruction for students involved in the program.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Childcare Assistant must be able to account for multiple students at once.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Childcare Assistant must be at least 18 years of age and have successfully completed CPR and First Aid Training. In addition, the Childcare Assistant must meet any additional licensing standards as established by the Michigan Bureau of Community and Health Systems. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

CUSTODIAN

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for all assigned custodial duties, including the cleanliness, maintenance and safety of all assigned Academy buildings, equipment and grounds. Employees in this position will perform routine cleaning and minor repairs. The Custodian is responsible for creating and maintaining a cleaning schedule. In addition, the Custodian is responsible for all further duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply supervision assistance when applicable. At times, the Custodian may be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will possess the ability to provide reliable input in order to develop and maintain an efficient cleaning schedule for the Academy. In addition, the Custodian must be able to carry out the schedule routinely.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of cleaning and maintenance of buildings, grounds and equipment. The Custodian must possess knowledge of cleaning tools, chemicals and procedures. The Custodian must also be able to operate cleaning equipment safely.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Custodian must complete hazardous materials training prior to beginning their assignment. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 75 pounds (when applicable, a back-belt should be worn when lifting heavy objects).
- Stand or walk for the majority of a day.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Withstand exposure to cleaning chemicals on a routine basis.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

DEPARTMENT DIRECTOR

Reports To: School Leader

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Athletic Director, Child Care Director, Food Service Director, Summer School Program Director, Latchkey Site Director, Special Education Director, Special Education Supervisor, Special Education Coordinator, Director of Teacher Support Team (“TST”), Transportation Director, Health Coordinator, Information Technology (“IT”), Network Coordinator, Facilities Supervisor, Lead Custodian, Title I Compliance Coordinator, Admissions Director, Enrollment Director, Lead Paraprofessional, Leadership Team Member, School Start Up Project Manager, Dean of Administrative Services, Director of TST and Administrative Services, Dean of Students, Academic Coach, Director of School Learning, Behavior Intervention Specialist, Director of Compliance, Director of Student Development, Behavioral/Instructional Coach, Student Advocate, Dean of Teaching and Student Learning, Dean of Academic and Student Services, Director of Development & Marketing, Development/Special projects Coordinator, Director of Operations

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Department Director may be responsible for the functions of their specific department. The Department Director may supervise department staff. The Department Director is responsible for maintenance of the department specific records. The Department Director is responsible for scheduling, reporting and communicating with parents, students and staff as it pertains to their department. In addition, the Department Director is responsible for any and all duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Department Director is responsible for assisting in the supervision of assigned staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of employees.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all functions within the department. In addition, an individual in this position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all department functions. The Department Director must be able to manage all aspects of the department. The Department Director must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Child Care Director must meet all applicable qualifications established by the Michigan Bureau of Community and Health Systems.

The Transportation Director must meet all State of Michigan requirements for Bus Drivers. In addition, a Transportation Director must be at least 18 years of age, have less than six points on their driver's license and possess a chauffeur license.

The Special Education Director must possess a bachelor's degree and meet all requirements for Special Education Supervisor approval from the Intermediate School District ("ISD"). To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet the following: 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.

The Food Service Director must be ServSafe certified or hold a Food Handler's Certificate.

The Lead Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours), **or**
- Obtain an associate's degree (or higher), **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

Any position that is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official is required to meet the following: 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. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds (75 pounds for a Facilities Supervisor).
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

FOOD SERVICE EMPLOYEE

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Food Service Employees are responsible for all phases of food preparation. Food Service Employees must be able to maintain a safe, clean and orderly working environment. In addition, Food Service Employees are responsible for all other duties as assigned.

Qualifications

Supervision, Planning & Implementation

The Food Service Employee must possess supervisory skills necessary for the supervision of students during the lunch period. An effective Food Service Employee will follow protocol set by the United States Department of Agriculture.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of rules and regulations provided by the Food and Drug Administration for food preparation. The Food Service Employee must possess the ability to maintain a clean and orderly working environment. In addition, a Food Service Employee must possess food preparation knowledge.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 50 pounds.
- Stand, walk, reach, lift, push, pull, talk or hear frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

GUIDANCE COUNSELOR

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Career Coordinator

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful Guidance Counselor provides support for students across a variety of areas, including behavior, career guidance and college preparation. The Guidance Counselor provides confidentiality for students and parents. In addition, the successful Guidance Counselor aligns student interests with post-secondary opportunities and will work to reinforce positive student behavior. The Guidance Counselor is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the Guidance Counselor may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Guidance Counselor must possess exceptional planning and organization skills. The Guidance Counselor should implement programs that will expose students to opportunities beyond the classroom and after graduation.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone, and actively respond to inquiries from resources within the community. The Guidance Counselor must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Guidance Counselor must possess the ability to implement programs that promote advanced learning. The Guidance Counselor should possess expertise in behavioral intervention and positive reinforcement techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position

will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Guidance Counselor must meet the certification requirements for school counselors established by the Michigan Department of Education. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

NON-CERTIFIED ADMINISTRATIVE STAFF

Reports To: School Leader and/or Department Director and/or Office Manager

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Assistant Office Manager, Administrative Assistant, Technology Assistant, Student Services Coordinator, Administrative Intern, Secretary, Receptionist, Truancy Officer, Homeless Liaison, Short Watch, Supervisor of Information Management and Compliance Reporting, Coordinator of Compliance Data & Data Management, Academy Liaison Officer, Office Assistant

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Non-Certified Administrative Staff are responsible for assisting with all office operations. Employees in this position will be the face of the Academy and the main point of contact for all Academy visitors. Non-Certified Administrative Staff will be responsible for all communication with parents, assisting with reporting and documentation and all other duties as assigned.

Qualifications

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, this position is responsible for developing and maintaining schedules for students, staff and office personnel.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone. An employee in this position must be able to assist in file maintenance, student medication tracking, answering phones and communicating with students, parents and staff. In addition, an employee in this position is responsible for directing and assisting individuals in the office, including students and parents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

PARAPROFESSIONAL

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Teacher Assistant, Special Education Assistant, TST Assistant, Title I Paraprofessional, English Learners Coordinator, Online Facilitator Paraprofessional, School Testing Coordinator, Paraprofessional Student Coach

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Paraprofessionals provide instructional assistance under the supervision of classroom Teacher(s) or other instructional leaders as assigned. Paraprofessionals assist in the preparation and delivery of unit plans and provide individual and small group instruction. High quality Paraprofessionals attend staff professional development and conscientiously apply the strategies and research studied there. Paraprofessionals actively work to understand and support student assessment, particularly for those students who require interventions. Paraprofessionals are responsible for maintaining logs and for understanding the scope of services provided according to grant funding regulations and guidelines (if applicable). In addition, the Paraprofessional is responsible for any and all further duties as assigned.

Title I Paraprofessionals provide supplementary instructional assistance to students who have been identified to receive additional academic support under the Title I program. This position should be viewed as vital to the school improvement plan implementation and student achievement and ensures that students who need the most help receive instruction support from qualified Paraprofessionals. Title I Paraprofessionals are responsible for completing semi-annual certifications or personnel activity reports as required.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Paraprofessional will be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will provide effective instructional assistance within a designated program. In addition, the Paraprofessional must be able to plan and implement a

strategy, under the supervision of the assigned instructional leader, for improving student success based on each individual student's needs.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Paraprofessional must be able to account for multiple students at once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); **or**
- Obtain an associate's degree (or higher); **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.

- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Assist/lift students if necessary.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SCHOOL LEADER (with Superintendent Structure)

Reports To: Superintendent

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Principal

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The School Leader is responsible for communicating the mission and purpose of the Academy to all stakeholders. An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The School Leader will select, supervise, mentor and evaluate assigned Academy staff and determine required professional development. If also acting as the instructional leader, the School Leader will interpret data and implement instructional and procedural strategies that reflect high expectations for students and staff. The School Leader is responsible for daily operations at the Academy with regard to safety, compliance and living within the approved Academy budget. Ultimately, the School Leader will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. The School Leader is also responsible to report to the board, regarding the management and performance of the Academy. In addition, the School Leader is responsible for any and all duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The School Leader is responsible for the supervision of all assigned employees, and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process, developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the School Leader must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The School Leader will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The School Leader must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and other administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as a school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in a Michigan Department of Education (“MDE”)-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required.[Public Act 205 section 380.1246].

It is the employee’s responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SPECIAL EDUCATION PERSONNEL

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions, or contracted

FLSA Status: Exempt

Other Titles: School Social Worker, Occupational Therapist, Physical Therapist, Certified Occupational Therapist Assistant, School Psychologist, Speech-Language Therapist

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful Special Education Personnel employee provides support for students across a variety of areas, including behavior, rehabilitation, counseling and therapy. The Special Education Personnel employee provides confidentiality for students and parents. In addition, the successful Special Education Personnel employee will work as a consultant to parents, teachers and administration in regard to learning styles and behavior modification techniques. The Special Education Personnel employee will work to reinforce positive student behavior, counsel students as necessary and promote maximum student achievement, especially for disabled students. In addition, the Special Education Personnel employee is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the Special Education Personnel employee may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Special Education Personnel employee must possess exceptional planning and organization skills, as well as a high level of confidentiality. The Special Education Personnel employee should assist in the planning and implementation of student development.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of behavior modification techniques, rehabilitation, learning styles, behavior analysis, child development and data analysis. The Special Education Personnel employee must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Special Education Personnel employee

must possess the ability to implement programs that promote advanced learning and development at the individual level. The Special Education Personnel employee should possess expertise in behavioral intervention, rehabilitative programs and reinforcement techniques. In addition, the Special Education Personnel employee should have knowledge in the assigned areas of psychology, counseling, education, training, child development or therapy.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

- A School Social Worker must possess a master's degree in social work. In addition, A School Social Worker must have a Limited Master Social Worker ("LMSW") License or Master Social Worker ("MSW") License. If in possession of a LMSW License, the School Social Worker must pass a comprehensive exam within six years to obtain a MSW License. If applicable, approval via the Office of Special Education Services may be required. Meet all requirements established by the Michigan Department of Education for School Social Workers.
- A School Psychologist must possess a valid Michigan School Psychologist Certificate or a Preliminary School Psychologist Certificate.
- An Occupational Therapist must possess a valid Michigan Occupational Therapist License.
- A Physical Therapist must possess a Doctorate of Physical Therapy ("DPT") degree. In addition, a Physical Therapist must successfully complete the national physical therapy licensure examination. Must possess valid Michigan Physical Therapist License.
- A Speech-Language Pathologist must possess a master's degree in speech-language pathology from an accredited institution. In addition, a Speech-Language Pathologist must possess a Certificate of Clinical Competency from the American Speech-Language-Hearing Association. Must possess a Speech Language Pathologist Therapist License.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects or individuals weighing up to 75 pounds.

- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SUPERINTENDENT

Reports To: Partner Solutions

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Lead Administrator, Director, Executive Director

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The Executive Director is responsible for communicating the mission and purpose of the Academy to all stakeholders. The Executive Director establishes positive relationships with the Academy Board, families, staff and students to guide decision making in service of the vision and values the Academy has established in its Contract. The Executive Director will supervise and evaluate Academy leadership and provide opportunities for further development. The Executive Director is responsible for developing and managing a budget for approval by the Academy Board that maximizes services to students and achieves academic growth and Academy excellence. He or she will establish short and long term goals, devise strategies to achieve them and assign staff to oversee progress toward goals. If also acting as the instructional leader, the Executive Director will interpret data and implement instructional strategies that reflect high expectations for students and staff. In addition, the Executive Director is responsible for any and all further duties as assigned. Ultimately, the Executive Director will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Executive Director will be responsible for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the Executive Director must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Executive Director will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The Executive Director must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

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.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

TEACHER

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Resource Room Teacher, Special Education Teacher, Lead Teacher, Intervention Teacher, Online Facilitator Teacher, Substitute Teacher, MTSS Coordinator, Success Coach and all other subject or grade level teachers

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Teachers are members of a professional community, where they work collaboratively to promote high expectations and academic growth. Teachers are dedicated to the mission of the Academy by participating in professional development and applying it to their classrooms. Exceptional Teachers demonstrate a solution-oriented approach to challenges, are reflective and work to understand and use best practices to continuously improve instruction and increase student achievement. Teachers are responsible for implementing the Academy curriculum, participating in its revision, developing assessments and monitoring student progress and for maintaining positive home-Academy relationships.

Special Education Teachers are responsible for promoting a positive learning environment for students with disabilities. Special Education Teachers must modify instructional techniques in order to enhance learning for all students. In addition, Special Education Teachers are responsible for collaboration, participation in professional development and continuous improvement of instructional practices. Special Education Teachers are responsible for tracking the progress of students with disabilities and communicating progress with parents.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. Teachers will be responsible for the supervision of students. Supervisory responsibilities include establishing respectful routines and procedures that maximize learning by establishing a safe and orderly environment and overseeing all classroom activities. Teachers may also participate as supervisors in Teacher led school improvement activities.

Planning & Implementation

An effective employee in this position will assist in the creation of an instructional plan based on student needs in coordination with the published education program. In addition, the Teacher must implement instructional strategies as expected and described by administration and leadership. The Teacher is responsible for researching and employing instructional methods and carrying out practices required for student success.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of curriculum development and metrics for evaluation. The Teacher must be an expert in instructional implementation and be committed to a reflective, solutions-oriented approach to continuous school improvement. Excellent Teachers understand and expect to be exemplars of life-long learning. The Teacher must possess a high level of knowledge and expertise in their specific subject matter. The Teacher must execute a variety of instructional techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. Teachers possess the intellectual capacity and agency to affect student achievement and positive Academy change. In addition, the Teacher will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- The Physical Education Teacher must complete concussion training prior to beginning their assignment.
- The Science Teacher must complete Hazardous Materials Training prior to beginning their assignment.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Assist/lift students, as necessary.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

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

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

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

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

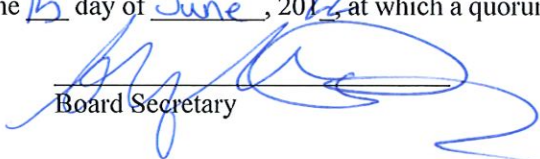
The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Date: 06/15/2022


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the CCA Board of Directors at a properly noticed open meeting held on the 15 day of June, 2022, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

APPLICATION AND ENROLLMENT OF STUDENTS

Enrollment of students will be completed in accordance with the charter contract and applicable law. The Academy reserves the right not to accept a student for enrollment and attendance if the student has previously been expelled or suspended from a previous school for any reason or if at any time before enrolling has been convicted of a felony as allowed by Michigan law.

HOMELESS STUDENTS

The Board and Academy are committed to identifying children and youth who meet the definition of "homeless" under federal law. These children will be provided a free and appropriate education in the same manner as all other students of the Academy, with no distinction being made based on their homeless status. No homeless student will be denied enrollment based on a lack of required enrollment information. No Board policy, administrative guideline, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

The Board will appoint a Liaison for Homeless Children who will perform the duties as required under the law. Additionally, the Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth as well as with community and school personnel responsible for the provision of education and related services to homeless children and youths.

ENROLLMENT

The Academy shall comply with application and enrollment requirements pursuant to applicable Federal and State law and the terms and conditions of the charter contract.

Public School Academies have Federal and State obligations to report certain data including the race and ethnicity of their student populations. Academies cannot use the acquired data to discriminate against students.

No applicant for admission shall, on the basis of, race, color, ethnicity, national origin, immigration status, sex, (including sexual orientation or gender identity or expression), pregnancy, mental or physical disability, age, religion, height, weight, marital or family status, military status, ancestry or genetic information, or any other basis that would be illegal for an existing public school be discriminated against.

Academy enrollment must be open to all individuals who reside in Michigan. Copies of phone and water bills or lease agreements may be requested to establish residency requirements. The Academy's requirements to establish residency must be applied in the same way to all students. The Academy may not ask about a student's citizenship or immigration status (or the status of their parents/guardians) in determining residency. In addition, a homeless student (including an undocumented homeless student) cannot be denied enrollment because he/she cannot provide required documents to establish residency.

A copy of a birth certificate or other reliable proof of identity must be provided. If the person enrolling the student does not comply, local law enforcement agency will be contacted to investigate. The Academy has the authority to determine the type of "other reliable proof" of student's identity and age. "Other reliable proof" includes: foreign birth certificate; religious, hospital, or physician's certificate showing date of birth; baptismal record; adoption record; passport; affidavit from a parent; previously verified school records; or other documents permitted by law. The Academy will not deny enrollment because the parent or legal guardian did not provide a birth certificate or other reliable proof.

The person enrolling the student must provide proof of parentage (birth certificate is sufficient), custody paperwork, legal guardianship or other legal paperwork indicating a right to enroll. A copy of the person enrolling the child's driver's license will need to be made as well.

Academy admissions may be limited to students within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district. The Academy may not prevent a student from enrolling because the student has a foreign birth certificate.

No student may be denied participation in the application process due to lack of student records.

The Board of Directors shall establish the enrollment calendar prior to each enrollment period, including the dates for the following:

1. Re-enrollment period for current students
2. Open enrollment for new applicants
3. Legal notice in a local newspaper of general circulation that includes:
 - The process for requesting and submitting applications,
 - The beginning date and the ending date of the application period,

- The date, time, and place the random selection drawing will be held, if needed

Note: The Academy must forward a copy of the legal notice or advertisement to the authorizer.

4. Lottery: random selection drawing

The Board of Directors shall establish the maximum enrollment numbers prior to the date for the lottery, as stated on the enrollment calendar. The Board of Directors shall also confirm the grades to be offered for that enrollment. If the Board chooses to offer a different grade range for the next school year, a contract amendment and authorizer approval must first occur.

If the Academy reserves the right not to accept an applicant for enrollment due to the applicant's expulsion or suspension from a previous school for any reason, or conviction of a felony, under state law, then an administrative review of the applicant's disciplinary record must occur prior to the Academy requesting the student's CA-60. The student's enrollment will be contingent upon receiving and reviewing the student's entire educational record, including all special education and disciplinary records, prior to granting enrollment in the Academy.

Enrollment Preferences

Due to enrollment space being limited, students must enroll each year. Preference will be given to

- Siblings of currently enrolled students
- Children of a person who is employed by the Academy
- Children of a member of the Board of Director of the Academy
- Siblings of students selected in the random selection process

Re-enrollment

1. The Academy shall notify parents/guardians of all enrolled students of the deadline for re-enrollment. The re-enrollment notice must also request that the parent/guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
2. After collecting the parent/guardian responses, the Academy must determine the following:
 - The number of students who have re-enrolled per grade.
 - The number of siblings seeking admission for the upcoming academic year per grade.
 - The number of spaces remaining, per grade, after enrollment of current students and siblings.
 - If there is not enough space at a particular grade for all the siblings, then the Academy must develop a waiting list for siblings of re-enrolled students as determined by the random selection drawing.
3. Any student who was enrolled in the immediately preceding academic year is guaranteed admission for the following year, as long as an enrollment form for that student (or other adequate substitute) was received prior to the re-enrollment deadline and that particular grade is offered by the Academy.
4. An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period of new students.

Application Process

1. The application period shall be a minimum of two weeks in duration, with evening and weekend times available. Applications are accepted via fax, scanned e-mail, mail and personal delivery.
2. The Academy accepts applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicant shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
3. In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined at the lottery by random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
4. After the students have been selected to fill the maximum number of spaces allowed by the Board, no more space will be deemed available. In the event that space becomes available, students shall be admitted according to the official waiting list or if no waiting list, on a first-come, first-served basis.

Random Selection Drawing

1. A random selection drawing will be conducted if the number of applications exceeds the number of available spaces. The Academy shall:
 - Establish written procedures for conducting a random selection drawing.
 - Use a credible, neutral “third party” such as an ISD representative, CPA firm, or government official, to conduct the random selection drawing.
 - Establish the maximum number of spaces available per grade or grouping level.
 - Establish the date, time, place and person to conduct the random selection drawing.
 - Notify the authorizer of the both the application period and the date of the random selection drawing, if needed. The authorizer may have a representative on-site to monitor the random selection drawing process.
 - Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
 - Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
 - Draw first the youngest grade for which a drawing is necessary.
 - Add siblings of students that have been selected to the appropriate grade. If that grade is full, then the sibling(s) will be added to the bottom of the sibling part of the waiting list of that grade.
2. The Academy shall notify applicants of the results from the random selection drawing. Students shall appear on the official waiting list in the order they were selected in the random selection drawing. The Academy will notify applicants not chosen in the random selection drawing that they were not selected and their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year.

Waiting List

The position on the waiting list shall be determined by random selection drawing. After the drawing, slots on the waiting list are considered on a first come, first served basis. Siblings of a currently enrolled student or children of a person who is employed by the Academy or who is on the Board of Directors of the Academy are given preference on the waitlist; however, this is not a guarantee that a seat will

become available. Students who are on the waiting list as non-siblings and become a sibling, due to the acceptance and attendance of their brother/sister, will be given sibling status.

Students on the waiting list will be contacted with any offer of admission to the Academy. It is the parent/guardian's responsibility to notify the school with any change of contact information. Any student who is offered a seat at the Academy and declines admittance, will need to reapply. The waiting list shall cease to exist at the beginning of the next application period. Students on the waiting list at that time will need to reapply.

Disciplinary Record Review Procedure

When the student enrollment application indicates that the prospective student has been suspended or expelled from any previous school, the Academy must conduct a disciplinary review of the prospective student's discipline record, **before** requesting the student's CA-60, to determine his/her eligibility for enrollment. The parent /guardian must provide a copy of the disciplinary record to the Academy or the parent /guardian must complete and sign a Request for Discipline which would allow the Academy to obtain a copy of the disciplinary record.

The Academy administration will conduct an investigative review of the circumstances that led to the suspension. Based on the findings, the Academy administration will contact the parents/guardians to discuss the prospective student's eligibility for enrollment. The Academy reserves the right to decline acceptance to a prospective student for enrollment and attendance if the student has been expelled or suspended from a previous school for any reason as allowed by Michigan law.

The Academy may refuse to enroll an applicant if the any of the following are met:

1. The applicant is or has been within the preceding two years suspended from another school.
2. The applicant at any time before enrolling has been expelled from another school.
3. The applicant at any time before enrolling has been convicted of a felony.

If the Academy has counted the student for purposes of State Aid funding during this enrollment process, the Academy cannot refuse to enroll or refuse to continue to enroll the student for a reason stated above. However, the Academy is not prohibited from expelling the student for disciplinary reasons.

HOMELESS STUDENTS

It is the policy of the Academy to ensure that children who meet the Federal definition of "homeless" have equal access to the same free, appropriate public education as provided to other students.

Definitions

The term "homeless children and youth" (children and youth in transition) means

- Children and youth who lack a fixed, regular and adequate nighttime residence, and includes children and youth
 - ✓ Who are sharing the housing of other persons due to loss of housing, economic hardship, or similar reason;
 - ✓ Who are living in motels, hotels, campgrounds or trailer parks due to lack of alternative adequate accommodation;
 - ✓ Who are living in emergency or transitional shelters; or

- ✓ Who are abandoned in hospitals
- Children and youth who have a primary nighttime residence that is a private or public place not designated for or ordinarily used as a regular sleeping accommodation for human beings.
- Children and youth who are living in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar setting.
- Migratory children and youth who are living in a situation described above.
- Preschool aged children living in a situation described above to the extent the Academy offers a public education to preschool children.
- Unaccompanied youth who qualify as homeless because they are living in circumstances described above. The term “unaccompanied youth” includes a youth not in the physical custody of a parent/guardian. This includes:
 - ✓ Runaways living in shelters, abandoned buildings, cars, on the streets, or in other inadequate housing;
 - ✓ Children and youth denied housing by their families (referred to as “throwaway children and youth”); and
 - ✓ School age unwed mothers living in homes for unwed mothers due to lack of other housing

When determining whether or not a child or youth is homeless, the relative permanence of the living arrangements should be taken into consideration. Determinations of homelessness should be made on a case-by-case basis. Incarcerated children and youth are not considered homeless.

Information about a youth’s living situation must be treated as a student education records and is subject to the protections of the Family Educational Rights and Privacy Act (FERPA)

Homeless Liaison Responsibilities

The Academy’s Homeless Liaison will:

- Identify children and youth in transition at the Academy
- Enroll the homeless student even if standard documents are missing, such as academy records, medical records, proof of residency
- Assist, if necessary, in obtaining immunization or medical records
- Contact the school last attended by the homeless student to obtain academic and other records
- Provide homeless student with services comparable to those offered to non-homeless students such as:
 - ✓ transportation
 - ✓ educational services under Title I, for children with disabilities and limited English proficiency and other educational services for which student is eligible under state and local programs
 - ✓ School nutrition program
 - ✓ Gifted program
 - ✓ Head Start, Even Start and other preschool programs and health care and mental services, as appropriate
- Collaborate with MDE consortia and community agencies to provide services to homeless students
- Resolve enrollment disputes, including
 - ✓ Enroll student immediately until dispute settled
 - ✓ Provide written explanation to parents/guardians of the Academy’s decision regarding student enrollment at a school other than the one requested, including right to appeal Academy decision

- ✓ Carry out dispute resolution process expeditiously
- Refer homeless families and students to housing services and are authorized (after receiving training) to affirm whether youth meet the U.S. Department of Housing and Urban Development (HUD) definition of homeless to qualify them for HUD homeless assistance programs
- Train Academy personnel such as administrators, counselors, social workers, teachers, attendance officers, registrars, federal programs staff, on the possible indicators of homelessness
- Disseminate public notice of McKinney-Vento rights in locations frequented by parents, guardians and unaccompanied youths in manner and form understandable to parents, guardians and youths
- Ensure that school personnel providing McKinney-Vento services receives professional development and support
- Ensure unaccompanied homeless youth:
 - have opportunities to meet State academic achievement standards, including implementing procedures to remove barriers to credit accrual
 - Are informed of their status as independent students for financial aid and may obtain assistance to receive verification for the FAFSA
- Collect and provide to the State Coordinator information to fulfill data collection
- Collaborate with MDE Homeless Education for technical assistance and support at https://www.michigan.gov/mde/0,4615,7-140-81376_51051-252888--,00.html

School Selection

A student who qualifies as homeless has the right to attend one of two schools: the school of origin or the local attendance area school. "School of origin" is defined as the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool programs and feeder schools. The "local attendance school" is defined as any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend. In selecting a school, children and youth in transition will remain at their schools of origin, unless that is against the parent or youth's wishes. The same applies if a child or youth loses his or her housing between academic years. The school placement determination should be based on the individual student. Factors which the Academy should consider include:

- The age of the child or youth;
- The distance of a commute and the impact it may have on the student's education;
- Personal safety issues;
- A student's need for special instruction (e.g., special education and related services);
- The length of anticipated stay in a temporary shelter or other temporary location; and
- The time remaining in the school year.

Dispute Resolution Procedure

If a dispute arises over the school selection process or enrollment, the child or youth in transition will be admitted immediately to the Academy in which enrollment is sought, pending final resolution of the dispute.

The homeless liaison will ensure that the student is enrolled in the requested Academy and receiving other services to which he or she is entitled and will resolve the dispute as expeditiously as possible. The parent or unaccompanied youth will be given every opportunity to participate meaningfully in the resolution of the dispute. The homeless liaison will keep records of all disputes in order to determine

whether particular issues or schools are delaying or denying the enrollment of children and youth in transition repeatedly.

The student will also have the rights of a student in transition to all appropriate educational services and transportation while the dispute is pending. The Academy where the dispute arises will provide the parent or unaccompanied youth with a written explanation of its decision within five (5) school days and the right to appeal and will refer the parent or youth to the homeless liaison immediately.

If the parent or student wishes to appeal the decision, the parent or youth must notify the Academy's Homeless Liaison in person, by phone, email or in writing within two (2) school days of the receipt of the decision. The Academy's Homeless Liaison will immediately share the written dispute documents with the Homeless Coordinator at the Academy's ISD. The ISD Homeless Coordinator will review the dispute documents and make a written recommendation to the Academy Liaison regarding the resolution of the complaint, in the best interests of the student's education.

For any dispute which cannot be resolved by the Liaison or the ISD Homeless Coordinator, the appeal will be reported to the State Coordinator for the Education of Homeless Children and Youth at the Michigan Department of Education. Appeals made to the State Coordinator must be in writing and signed by the parent or youth. The Academy's Homeless Liaison or the MV Grant coordinator may assist the parent or youth in preparing the written documents. According to State guidelines, the State Coordinator has an additional five (5) school days from the time of notification to forward the information to three regional McKinney –Vento staff. These regional staff will review all documentation in the case and use the MDE Dispute Review Form to submit a summary, concerns and recommendations to the State Coordinator within five (5) school days. Within two (2) school days after receiving the regional reviews, the State Coordinator will render a decision and notify the all interested parties in writing.

Individuals not satisfied with the State Coordinator's proposed resolution can appeal such decision to the OES (Office of Educational Supports) Special Population Manager. Within five (5) school days after receiving the regional reviews, the Special Populations Manager will render a final decision and notify the all interested parties in writing.

The final decision in such disputes rests with the MDE Office of Educational Supports.

There are no federal level appeals for McKinney-Vento disputes through the US Department of Education.

Enrollment

Unaccompanied youths may enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling or the Liaison. Enrollment may not be denied or delayed due to lack of any document normally required for enrollment, including:

- Proof of residency
- Transcripts/school records

- Immunizations or immunization/health/physical records
- Proof of guardianship
- Birth certificate
- Unpaid school fees
- Lack of uniforms or clothing that conforms to dress code
- Any factor related to the student's living situation

The Academy will coordinate transfer of school records with other schools and contact the student's previous school to obtain records. Initial placement of a student whose records are not immediately available will be made based on the student's age and information gathered from the student, parent, and previous schools or teachers. If no immunization records are available, the Academy office will refer the student to the Liaison to assist with obtaining these records from state registries and/or community-based clinics.

Transportation

The Academy must provide homeless students with transportation to and from their school of origin, at the parent/guardian's request (or in the case of an unaccompanied youth, the liaison's request) according to the following requirements, as applicable:

- If the homeless student continues to live in the district where the Academy is located, the Academy must provide or arrange for the homeless student's transportation to or from the Academy.
- If the student continues to attend the Academy (the school of origin) but begins living in another school district, the Academy and the school district in which the homeless student is living must agree upon a method to apportion the responsibility and cost for providing transportation to and from the school of origin. If the schools cannot agree upon a method, the responsibility and costs for transportation are shared equally.

A school is required to provide transportation to homeless students even when it does not provide transportation to non-homeless students.

Title IA funds can be used to pay for transportation costs associated with transporting student and unaccompanied youth to and from their school of origin.

Absences

The Academy will excuse any tardiness or absence related to a homeless student's living situation when applying any school policy regarding tardiness or absences.

Services

Children and youth in transition will be provided services comparable to services offered to other students in the Academy. All educational services for which the student meets eligibility criteria, including special education, TST support and related services will be provided.

If an enrolled student has an Individualized Education Program (IEP) it will be implemented immediately. Any necessary IEP meetings or re-evaluations will then be conducted expeditiously. If complete records

are not available, IEP teams must use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services. In all cases, the goal will be to avoid any disruption in appropriate services.

Free & Reduced Lunch Application

All children and youth in transition are eligible for additional support with education-related expenses, including uniforms and field trips. Families in transition should complete the Free & Reduced Lunch Application to begin this process. Although lunch service may not be available at the Academy, eligibility does qualify students for the above supports.

Title I, Part A

Children and youth in transition are automatically eligible for Title I, Part A services, in both targeted and school wide programs.

Schools must reserve (required set-aside) Title IA funds to provide instructional and related services to homeless students. Set-aside funds will be used to provide education-related support services to children and youth in transition, both in school and outside of school, and to remove barriers that prevent regular attendance.

Schools have the option to reserve Title IA funds to provide additional services to homeless students that may not be provided to all Title IA students. These must be educationally related services such as:

- Items of clothing, if necessary to meet a school's dress or uniform requirement
- Clothing and shoes necessary to participate in physical education classes
- Student fees that are necessary to participate in the general education program
- Personal school supplies such as backpacks, notebooks, etc.
- Birth certificates necessary to enroll in school
- Food- if needed to continue participation in Title I afterschool or summer programs and if the food is not available through other sources within the community (i.e., food banks or pantries)

Schools also have the option to use Title IA funds to pay up to 100% of the Homeless Liaison even if the Homeless Liaison has no other Title I duties since all homeless students are categorically Title IA students. This salary will count toward the 10% administrative cap under Title IA.

The Academy's Title I plan will be coordinated with McKinney-Vento services, through collaboration between the Title I director and the local liaison. The plan must describe services that will be provided to support the enrollment, attendance and success of homeless students, including services provided with the Title I homeless required set aside. The plan must demonstrate how the Academy will close the achievement gap between students meeting and not meeting state academic standards. Children and youth in transition will be assessed, reported on, and included in accountability systems, as required by federal law and the U.S. Department of Education Regulations and Policy Guidance.

Additional Resources

- National Center for Homeless Education- <http://center.serve.org/nche/>
- National Association for the Education of Homeless Children and Youth- <http://naehcy.org>

- MDE Education of Homeless Children and Youth- http://www.michigan.gov/mde/0,1607,7-140-6530_30334_40067---,00.html

FOSTER CHILDREN – TRANSPORTATION

If it is determined by the Michigan Department of Health and Human Services (MDHHS) that the foster child should remain in the school of origin and the student is placed outside of the LEA:

1. For students who are Title IV –E eligible, the MDHHS will pay the entire “additional cost” for transportation when it is determined the child will remain in their school of origin.
2. For students who are not Title IV –E eligible, the MDHHS will split the “additional cost” for transportation to the school of origin with the Academy at a rate of 50%-50%.

When transportation is required to start prior to the Title IV-E eligibility determination, both parties should complete the MDHHS Transportation Plan Agreement (located in Forms). It is the foster care worker’s responsibility to notify the Academy once the Title IV-E eligibility determination has been completed so that payments can be processed.

For students placed in foster care **but remain within the school of origin school district**, “additional costs” for transporting the student will not be reimbursed by MDHHS.

Academies may use Title I, Part A funds to cover the “additional cost” of transporting ineligible Title IV-E students to their school of origin.

The MDHHS Education POC (Point of Contact) is responsible for assisting education staff locate the right caseworker within MDHHS. It is ultimately the assigned case worker’s responsibility to complete all tasks regarding school placement and transportation.

Best interest determinations and school transportation arrangements will be coordinated by the school Foster Care Liaison.

Foster care and education staff work to serve the best interest of the students, regarding school placement. However, when the school is selected by MDHHS or a child placement agency, the school must enroll that student immediately, or within five (5) business days.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE



2022-23 School Year Calendar

August 22-23 K – 12th Professional Development (Aug. 22 All Staff in the morning)

August 23 Open House

	1st SEMESTER	180 Student Days
AUGUST		8 Student Days
24	STUDENTS 1 st Day of School K-12	
SEPTEMBER		20 Student Days
2	NO SCHOOL—LABOR DAY WEEKEND	
5	NO SCHOOL – LABOR DAY WEEKEND	
OCTOBER		21 Student Days
21	FULL DAY—Teacher Prof. Dev. Day (6 Hr.) No Students	
28	Elem. 1st Quarter Ends	
NOVEMBER		18 Student Days
15	SAFETY DAY – NO SCHOOL	
23-25	NO SCHOOL--THANKSGIVING HOLIDAY (Wednesday-Friday)	
DECEMBER		14 Student Days
21-30	NO SCHOOL—WINTER BREAK (December 20-January 1)	
JANUARY		20 Student Days
2, 3	NO SCHOOL—WINTER BREAK CONTINUES	
4	SCHOOL RESUMES January 4	
13	1 ST SEMESTER ENDS	
16	FULL DAY – Teacher Prof. Dev. Day (6 Hr.) No Students	
FEBRUARY		19 Student Days
17	FULL DAY---Teacher Prof. Dev. Day (6 Hr.) No Students	
20	NO SCHOOL – PRESIDENTS’ DAY	
MARCH		18 Student Days
24	Elem. 3rd Quarter Ends	
27-31	NO SCHOOL—SPRING BREAK	
APRIL		19 Student Days
7	NO SCHOOL – GOOD FRIDAY	
MAY		22 Student Days
5	FULL DAY – Teacher Prof. Dev. Day (6 Hr.) No Students	
21	GRADUATION—Class of 2023	
29	NO SCHOOL—MEMORIAL DAY	
JUNE		1 Student Day
1	LAST DAY OF SCHOOL	
2	FULL DAY TEACHER PROFESSIONAL DEVELOPMENT	

TEACHERS: You will be required to attend all professional development days scheduled; including Bi-Monthly K-12 PLC Meetings, Staff meetings, etc.
Student Days: 180 Full Days

Bell Schedule

Elementary:

8:00am–3:00pm

Lunch: 11:10am-12:20pm (in shifts)

Middle/High:

8:00am–3:00pm

Lunch: 11:15am–12:50pm (in shifts)

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

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

SCHEDULE 7-8

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

CROSSROADS CHARTER ACADEMY

“Home of the Cougars”



Pam Duffy, Superintendent, ext. 231
Debbie Bennett, Administrative Assistant, ext. 273

Trudi Green, Director of Finance, ext. 358
Deb Kanouse, Administrative Assistant, ext. 359

CENTRAL BUSINESS OFFICE

215 N. State Street, Big Rapids, MI 49307

Phone: 231-796-9041 Fax: 231-527-1468 Website: www.ccabr.org

CROSSROADS CHARTER ACADEMY ADDRESS AND PHYSICAL BUILDING DESCRIPTION:

Buildings are across the street from each other at the corner intersection of State and Spruce Streets.

ELEMENTARY Building:

215 N. State Street
Big Rapids, MI 49307

Three story brick and mortar building with multiple purpose areas: classrooms, cafetorium, gymnasium, auditorium, offices, boiler room, etc.

MS/HS Building:

215 W. Spruce Street
Big Rapids, MI 49307

Two story steel frame and steel siding building with multiple purpose areas: classrooms, cafeteria, Kitchen, gymnasium, offices, mechanical facilities, etc.

200000006814
Filed for Record in
MECOSTA COUNTY, MICHIGAN
JOANNE BROWN
On 09-27-2000 At 12:06:56 pm.
DIS MTG 9.00
OR Liber 639 Page 586 - 586

200000006814
CHEMICAL BANK CENTRAL
125 NORTH MICHIGAN AVE
BIG RAPIDS, MI 49307

DISCHARGE OF MORTGAGE BY A CORPORATION.

KNOW ALL MEN BY THESE PRESENTS, That a certain INDENTURE OF MORTGAGE,
bearing Date the 1ST day of JUNE, A. D. 1998, made and executed by

CROSSROADS CHARTER ACADEMY
215 N. STATE ST.

BIG RAPIDS, MI 49307


To CHEMICAL BANK CENTRAL, a Michigan Banking Corporation of 125 North Michigan
Avenue, Big Rapids Michigan 49307 and recorded in the Register's Office for the County of
MECOSTA, State of Michigan, in Liber 594 of Mortgages, on Pages
967-984, on the 12TH day of JUNE, A. D. 1998, is fully paid,
satisfied and discharged.


IN WITNESS WHEREOF, Said CHEMICAL BANK CENTRAL has caused these presents to
be signed by its PRESIDENT and its corporate seal to be hereunto affixed,
this 25TH day of SEPTEMBER, A. D. 2000.

In Presence of


REBECCA CAMPBELL


Chemical Bank Central


KRISTA TESSEINE


By: KARL W. LINEBAUGH
It's: PRESIDENT

State of Michigan)
County of MECOSTA) ss.

On this 25TH day of SEPTEMBER, A. D. 2000 before me, Appeared
KARL W. LINEBAUGH to me personally known, who being by me duly sworn, did
say that he is the PRESIDENT of CHEMICAL BANK CENTRAL, and that the
seal affixed to the foregoing instrument is the corporate seal of said bank and that said instrument
was signed and sealed in behalf of said bank by authority of its Board of Directors and that said
KARL W. LINEBAUGH acknowledged said instrument to be the free act and deed of
said CHEMICAL BANK CENTRAL.


KRISTA TESSEINE
Notary Public
MECOSTA County, Michigan
My commission expires: 4/20/01

Prepared By and Return to:
REBECCA CAMPBELL, LOAN CLERK
Chemical Bank Central
125 North Michigan Avenue
Big Rapids Michigan 49307

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This Certificate does not apply on taxes, if any, now in process of collection.

June 12, 1998
Date

Shirley Johnson
Mecosta County Treasurer

STATE OF MICHIGAN
COUNTY OF MECOSTA
RECEIVED FOR RECORD

'98 JUN 12 A10:54

Joanne Brown
REGISTER OF DEEDS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **BIG RAPIDS PUBLIC SCHOOLS** as Successor of the Trustees and their Successors in office of Union School District No. 1 of the City and Township of Big Rapids

whose address is **21034 15 Mile Road, Big Rapids, MI 49307**

Convey(s) and Warrant(s) to **CROSSROADS CHARTER ACADEMY**, a Michigan non-profit Corporation with offices located at **215 N. State Street, Big Rapids, MI 49307**

whose address is **215 N. State Street, Big Rapids, MI 49307**

the following described premises situated in the City of Big Rapids County of MECOSTA and State of Michigan, to-wit:

Block 63 of Warren and Bronson's Subdivision of South $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 10, Township 15 North, Range 10 West, City of Big Rapids, Mecosta County, Michigan.

Grantee specifically accepts and acknowledges receipt of this conveyance subject to a building inspection report.

Grantee further covenants that the building located upon the above premises shall bear the name "Charter" and/or "Academy" in perpetuity.

IF THE LAND BEING CONVEYED IS UNPLATTED, the following is deemed to be included: "The Grantor grants to the Grantee the right to make all (all) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. Also, this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.

for the full consideration of EXEMPT from all taxation pursuant to MCL 380.513 (II).

Dated this 1ST day of JUNE, 1998

Witnesses:

Conda Garner
CONDA GARNER

Janice Hine
JANICE HINE

STATE OF MICHIGAN
COUNTY OF MECOSTA

Signed and Sealed:

Big Rapids Public Schools

John L. Cook
By: John L. Cook
Its. Superintendent

The foregoing instrument was acknowledged before me this 1ST day of JUNE, 1998, by Big Rapids Public Schools by John L. Cook, Superintendent

My Commission Expires:
7-11-98

Karl W. Linebaugh
Karl W. Linebaugh

NOTARY PUBLIC, Mecosta County, Michigan.

Drafted Without Opinion

By: Shawn Downey, Attorney at Law
119 S. Michigan, Big Rapids, MI 49307

When Recorded Return To:
Grantees

*Legal Description for
Crossroads Charter School Bldg*

*Bruce Brown
231 527 1460*

100187-071

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **BIG RAPIDS PUBLIC SCHOOLS** as Successor of the Trustees and their Successors in office of Union School District No. 1 of the City and Township of Big Rapids

whose address is 21034 15 Mile Road, Big Rapids, MI 49307

Convey(s) and Warrant(s) to **CROSSROADS CHARTER ACADEMY**, a Michigan non-profit Corporation with offices located at 215 N. State Street, Big Rapids, MI 49307

whose address is 215 N. State Street, Big Rapids, MI 49307

the following described premises situated in the City of Big Rapids County of MECOSTA and State of Michigan, to-wit:

Block 63 of Warren and Bronson's Subdivision of South $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 10, Township 15 North, Range 10 West, City of Big Rapids, Mecosta County, Michigan.

Grantee specifically accepts and acknowledges receipt of this conveyance subject to a building inspection report.

Grantee further covenants that the building located upon the above premises shall bear the name "Charter" and/or "Academy" in perpetuity.

IF THE LAND BEING CONVEYED IS UNPLATTED, the following is deemed to be included: "The Grantor grants to the Grantee the right to make all (all) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. Also, this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.

for the full consideration of EXEMPT from all taxation pursuant to MCL 380.513 (II).

Dated this 1ST day of JUNE, 1998

Witnesses:

Conda Garner

Janice Anne

Signed and Sealed:

Big Rapids Public Schools

By: John L. Cook
Its. Superintendent

STATE OF MICHIGAN
COUNTY OF MECOSTA

The foregoing instrument was acknowledged before me this 1ST day of JUNE, 1998, by Big Rapids Public Schools by John L. Cook, Superintendent

My Commission Expires:

7-11-98

Kenneth A. Mudd

NOTARY PUBLIC, Mecosta County, Michigan.

Drafted Without Opinion

By: Shawn Downey, Attorney at Law
119 S. Michigan, Big Rapids, MI 49307

When Recorded Return To:
Grantees

QUIT CLAIM DEED

The Grantor **BIG RAPIDS PUBLIC SCHOOLS** as Successor of the Trustees and their Successors in office of Union School District No. 1 of the City and Township of Big Rapids (the "Grantor")

whose address is **21034 15 Mile Road, Big Rapids, MI 49307**

quit-claims to **CROSSROADS CHARTER ACADEMY, a Michigan nonprofit corporation (the "Purchaser")**

whose address is **215 North State Street, Big Rapids, MI 49307**

Grantor's interest in the following described premises (the "Premises") situated in the City of Big Rapids, County of Mecosta, and State of Michigan:

Block 63 of Warren and Bronson's Subdivision of South 1/2 of Southeast 1/4 of Section 10,
Township 15 North, Range 10 West, City of Big Rapids, Mecosta County, Michigan

for the sum of Three Hundred Eighty Thousand Dollars (\$380,000) and other valuable consideration subject to and including any rights, reservations, restrictions, easements, and rights-of-way of record or observable by visual inspection, and subject to the covenant recited in the Purchase Agreement entered into by the Grantor and Grantee, and dated _____, 1998:

1. The Purchaser covenants that so long as the property is used for an education purpose by an entity other than the Seller, the name of the building, if any, shall include either the word "charter" or the word "academy." Should Purchaser fail to abide by this Covenant, Purchaser agrees that Seller may pursue legal action in Mecosta County Circuit Court or other court with jurisdiction over such matters to enforce this Covenant and further agrees to pay all of Purchaser's costs and fees, including attorney fees, associated with such legal action.

Pursuant to MCL 380.513(11) and 207.505, this instrument of transfer is exempt from the real estate transfer tax imposed by MCL 207.501, *et seq.*

Dated this _____ day of _____, 1998.

Signed in presence of:
WITNESSES:

Signed by:

GRANTOR

By _____

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by

* _____
Notary Public

County, Michigan
My Commission Expires: _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Drafted By:
	N/A Exempt	Christopher J. Iamarino, Esq.
Crossroads Charter Academy 215 North State Street Big Rapids, MI 49307		Thrun, Maatsch & Nordberg 501 S. Capitol, Ste. 500, P.O. Box 40699 Lansing, MI 48901

pursue legal action in Mecosta County Circuit Court or other court with jurisdiction over such matters to enforce this Covenant and further agrees to pay all of Purchaser's costs and fees, including attorney fees, associated with such legal action.

XIII. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XIV. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

XV. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

XVI. Effective Date. This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

WITNESSES

(printed name)

(printed name)

WITNESSES

(printed name)

(printed name)

s:\users\hss\ej\0022-01\032698.pa

**SELLER: BOARD OF EDUCATION OF
BIG RAPIDS PUBLIC SCHOOLS**

By: _____

Its: President

By: _____

Its: Secretary

Dated: _____, 1998

**PURCHASER: CROSSROADS CHARTER
ACADEMY**

By: _____

Its: President

Dated: _____, 1998

By: _____

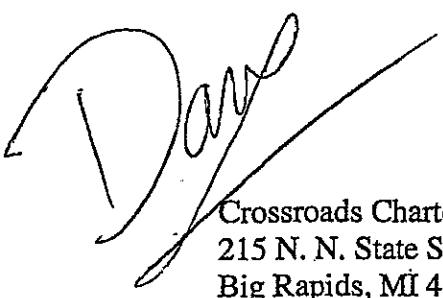
Its: Secretary

Dated: _____, 1998

Mecosta County Abstract and Title
119 SOUTH MICHIGAN AVENUE, P.O. BOX 1015-A
BIG RAPIDS, MI 49307

Phone (616) 796-3523/ Fax (616) 796-7600

May 4, 1999



Crossroads Charter Academy
215 N. N. State Street
Big Rapids, MI 49307

Re File No.: 908-98

Enclosed is your final policy of Owner's Title Insurance regarding the captioned file and property. If you have any questions concerning the policy, please feel free to call us at the above provided phone number.

Thank you for using our services, and please call on us again if we may be of further assistance.

MECOSTA COUNTY ABSTRACT AND TITLE COMPANY

ALTA Owner's Policy
(10-17-92)



POLICY OF TITLE INSURANCE

**MECOSTA COUNTY
ABSTRACT & TITLE COMPANY**

119 S. MICHIGAN AVENUE
P. O. BOX 1015-A
BIG RAPIDS, MICHIGAN 49307
TELE: (616) 796-3523



Policy No. OP 5047893

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

ATTEST

Mark R. Jameson

SECRETARY

COUNTERSIGNED BY

John M. Zedler

File No.: 908-98

SCHEDULE A

Amount of Insurance

Date of Policy

Policy Number

\$ 380,000.00June 13, 1998 @8amOP 5047893

1. NAME OF INSURED:

CROSSROADS CHARTER ACADEMY, a Michigan non-profit Corporation, its successors and/or assigns as defined in Paragraph 1(a) of the Conditions and Stipulations of this policy.

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

CROSSROADS CHARTER ACADEMY, a Michigan non-profit Corporation

4. The land referred to in this policy is described as follows:

BLOCK 63 OF WARREN AND BRONSON'S SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 10 WEST, CITY OF BIG RAPIDS, MECOSTA COUNTY, MICHIGAN.

Schedule A consists of -1- pages

44-112

MECOSTA COUNTY ABSTRACT & TITLE COMPANY
119 S. Michigan Ave., P. O. Box 1015A
Big Rapids, MI 49307
(616) 796-3523

File No.:
908-98

POLICY NO.
OP 5047893

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.
5. Restrictions upon the use of the premises not appearing in the chain of title.
6. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be party in interest.
7. Taxes which become a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of this policy.
- 8.. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
9. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway purposes.
10. Right of Ways to Consumers Power Company recorded at Liber 396 Page 699, Mecosta County Records; and recorded at Liber 400 Page 1038, Mecosta County Records; and Affidavit to Abandon recorded at Liber 426 Page 384, Mecosta County Records.
11. City water/sewer/sanitation account.
12. Notice of Personal Guarantee between Crossroads Charter Academy, a Michigan non-profit Corporation and Robert Tiel and Mary Tiel, husband and wife, dated June 1, 1998 and recorded June 12, 1998 at Liber 594, Page 966, Mecosta County Records.
13. Mortgage dated June 1, 1998 in the original principal amount of \$450,000.00, executed by Crossroads Charter Academy to Chemical Bank Central, a Michigan Banking Corporation, and recorded June 12, 1998 in Liber 594, Page 967, Mecosta County Records.

NOTE: This commitment and any policy issued pursuant hereto deletes any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, condition or restriction violate 42 USC 3604(c).

Schedule B consists of -1- pages

Michigan Department of Education
REVISED Consolidated Federal and State Program Allocations 1998-99

07/08/98

District	Title I Part A Basic	Title I Part A Concentration	Title I Part A Total	Title I Part D	Eisenhower Distribution	Eisenhower Total	Title VI Total	Migrant School Year	Gifted State Funds Section 57.3
54901 Crossroads Charter Academy	\$44,632	\$8,187	\$52,819						
District Allocation	\$44,632	\$8,187	\$52,819						
	Eisenhower Mathematics & Science (75%)								
	Eisenhower Reading (7.5%)								
	Eisenhower Other Core Subjects (17.5%)								

* Department records indicate that this school did not participate in the Title VI program in 1997-98. An allocation for the school is not included in the district's total Title VI allocation. The Eisenhower allocations include prorated amounts to reflect equitable participation of nonpublic schools in the membership and Title I portions of the Eisenhower allocation formula. Allocations for gifted (section 57.3) are estimates.



PROMISSORY NOTE

For value received the undersigned, CROSSROADS ACADEMY (the Borrower) promises to pay to (the Lender) JCR & ASSOCIATES, Rochester Hills, in the State of Michigan, the sum of Fifty Thousand Dollars (\$50,000) which represents the principal amount of the loan of Fifty Thousand Dollars (\$50,000). The Borrower will repay the principal loan amount plus interest at the rate of nine percent (9%) before or on June 30, 1999. The interest will be calculated from August 1, 1998 through the date of repayment.

Effective Date of Note:

August 1, 1998

Lending amount:

\$50,000

Annual Rate of Interest:

9%

Due Date:

On or Before June 30, 1999

PAYMENT GUARANTEED BY:

Witnesses:

CROSSROADS ACADEMY

Greg Videtich

Greg Videtich, Treasurer
Board of Directors

Date: Nov 5, 1998

Date: _____

Date: _____

EXHIBIT A

SANITARY SEWER EASEMENT

THIS AGREEMENT made this 28 day of April, 1978,
by and between

Big Rapids Public Schools
207 Maple Street
Big Rapids, Michigan 49307

Party(ies) of the First Part, Grantor, and the City of Big Rapids, Michigan, Party of the
Second Part, Grantee,

WITNESSETH, that for and in consideration of the sum of ONE DOLLAR and 00/100
(\$1.00) and any additional consideration noted below, the Party(ies) of the First Part
do hereby convey and grant to the Party of the Second Part, its successors and assigns
forever, the easement and right from time to time hereafter to construct and install, use,
maintain, replace, increase or decrease the size of, and remove, a sanitary sewer line. The
easement during the period of construction is described as follows:
The centerline of said easement com at a pt 23 ft \pm N of SW cor Lot 2, Blk 11,
Sanford and Rust's Addition, Assessor's Plat No. 1, on the WL of said lot, th
ELY 72 Ft \pm to a Manhole, th NELY 457 ft \pm to another manhole, th NELY 70 ft
 \pm to a pt on the EL of Lot 14, Blk 11 Sanford and Rust's Addition, Assessor's
Plat No. 1, 16 ft \pm S of NE cor Lot 14. The easement is to be 40 ft wide, 20 ft
on either side of centerline. Said easement is to be located on property as
described in Assessment Roll No. 15-226-001 & 002.
After construction is completed, the permanent easement is described as follows:

Said easement to be 20 ft wide, 10 ft on either side of centerline as
described above.

The grant of easement also includes the right of ingress and egress for all purposes
incident to such easement; it being expressly understood that no building or other structures
will be placed over such line without the written consent of the Grantee and the non-use
or a limited use of this easement by Grantee shall not prevent Grantee from later making
use of the easement to the full extent herein authorized. The Grantee specifically agrees
to leave the site in as good condition as it is found. Grantee further agrees to return
the area as near as possible to the condition in which it is found upon any necessary
repair or removal and the Grantee further agrees to pay for any damages it does to Grantors'
property, corps, trees, buildings or fences in its exercise of its rights herein, and except
for catchbasins and necessary manholes, to bury and maintain all sanitary sewer lines to
a depth as not to interfere with the cultivation of the land.

A. CONT

It is expressly understood that the easements and rights herein granted may be assigned by Grantee to its successor in interest. It is also understood that this Agreement constitutes the entire terms and conditions of the party hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this date aforementioned.

Signed, Sealed and Delivered in the presence of:

Roselyn Hopper

Howard C. Perron

Roselyn Hopper

Gerry L. Blasko X

STATE OF MICHIGAN)

COUNTY OF Mecosta)

ss

On this 28th day of April, 1978, before me, a Notary Public,

in and for said County, appeared Howard C. Perron and

Gerry L. Blasko and Roselyn Hopper

to me known to be the same person(s) described in, and who have executed the within Instrument, and who have acknowledged the same to be their free act and deed.

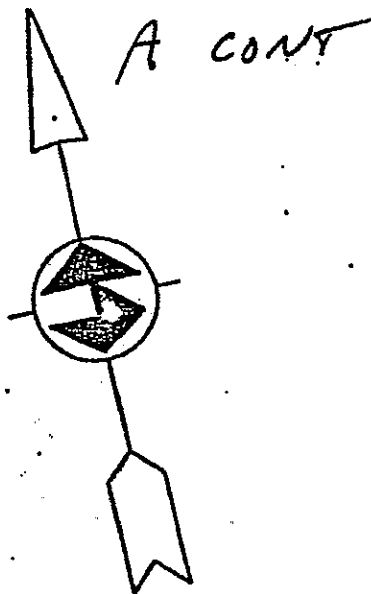
ELLA R. GAHRS

Notary Public, Mecosta County,
Michigan

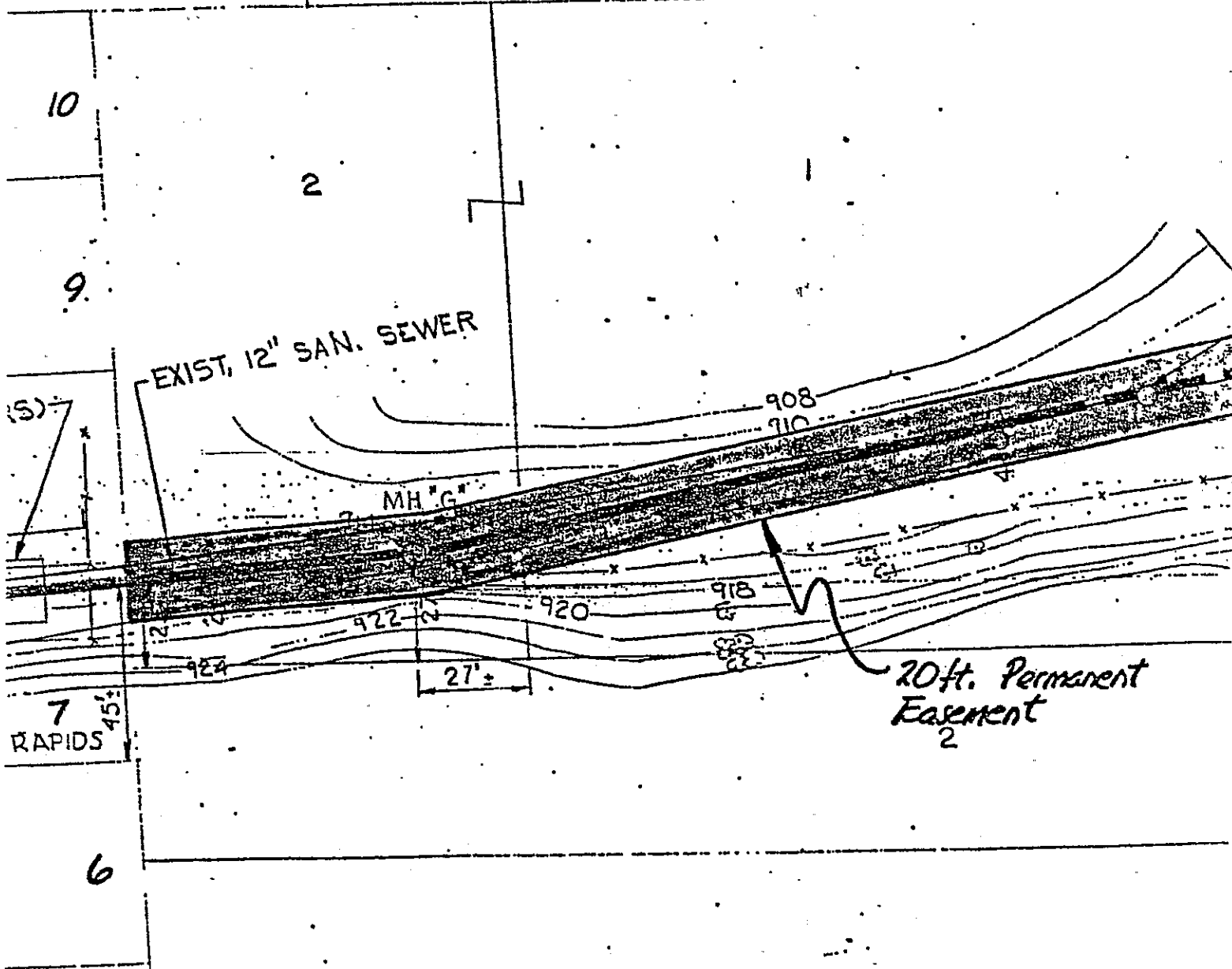
My Commission Expires: Oct. 3, 1981

ELLA R. GAHRS

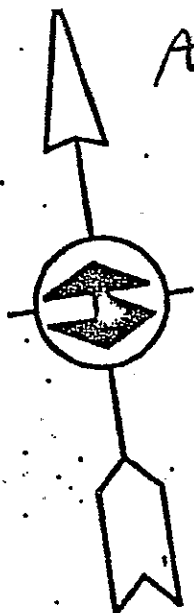
Notary Public, Mecosta County, Mich.
My Commission Expires Oct. 3, 1981



74



A CONT



VACATED

85

90' ±
61' ±

908

BIG RAPIDS PUBLIC SCHOOLS

BLEACHERS

20 ft. Permanent Easement

910

MH 204B

14

PROP. 12" SAN. SEWER



A CONT

SANITARY SEWER EASEMENT

THIS AGREEMENT made this 25th day of April, 1978,
by, and between

Big Rapids Public Schools
207 Maple Street
Big Rapids, Michigan 49307

Party(ies) of the First Part, Grantor, and the City of Big Rapids, Michigan, Party of the
Second Part, Grantee,

WITNESSETH, that for and in consideration of the sum of ONE DOLLAR and 00/100
(\$1.00) and any additional consideration noted below, the Party(ies) of the First Part
do hereby convey and grant to the Party of the Second Part, its successors and assigns
forever, the easement and right from time to time hereafter to construct and install, use,
maintain, replace, increase or decrease the size of, and remove, a sanitary sewer line. The
easement during the period of construction is described as follows: The centerline
of Sd easement com at a pt .90 ft \pm E of SW cor Blk 85, Warren and Bronson's
Sub, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 10. on the SL of sd Blk, th NELY 340. ft \pm to a manhole on
the EL of vacated Marion Avenue 140. ft. \pm N of SW cor Lot 96, Warren and
Bronson's Sub, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 10. The easement is to be 40 ft wide, 20 ft
on either side of centerline. Said easement to be located on property as
described in Assessment Roll # 10-499-001.

After construction is completed, the permanent easement is described as follows:
Said easement to be 20 ft wide, 10 ft on either side of centerline as described
above.

The grant of easement also includes the right of ingress and egress for all purposes
incident to such easement; it being expressly understood that no building or other structures
will be placed over such line without the written consent of the Grantee and the non-use
or a limited use of this easement by Grantee shall not prevent Grantee from later making
use of the easement to the full extent herein authorized. The Grantee specifically agrees
to leave the site in as good condition as it is found. Grantee further agrees to return
the area as near as possible to the condition in which it is found upon any necessary
repair or removal and the Grantee further agrees to pay for any damages it does to Grantors'
property, corps, trees, buildings or fences in its exercise of its rights herein, and except
for catchbasins and necessary manholes, to bury and maintain all sanitary sewer lines to
a depth as not to interfere with the cultivation of the land.

A. CONT.

It is expressly understood that the easements and rights herein granted may be assigned by Grantee to its successor in interest. It is also understood that this Agreement constitutes the entire terms and conditions of the party hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this date aforementioned.

Signed, Sealed and Delivered in the presence of:

Larry F. Staffen Howard C. Perron
Larry F. Staffen Larry L. Blasko

STATE OF MICHIGAN)

COUNTY OF Mecosta)

ss

On this 25th day of April, 1978, before me, a Notary Public,

in and for said County, appeared Larry F. Staffen, Howard C.
Perron, Larry L. Blasko

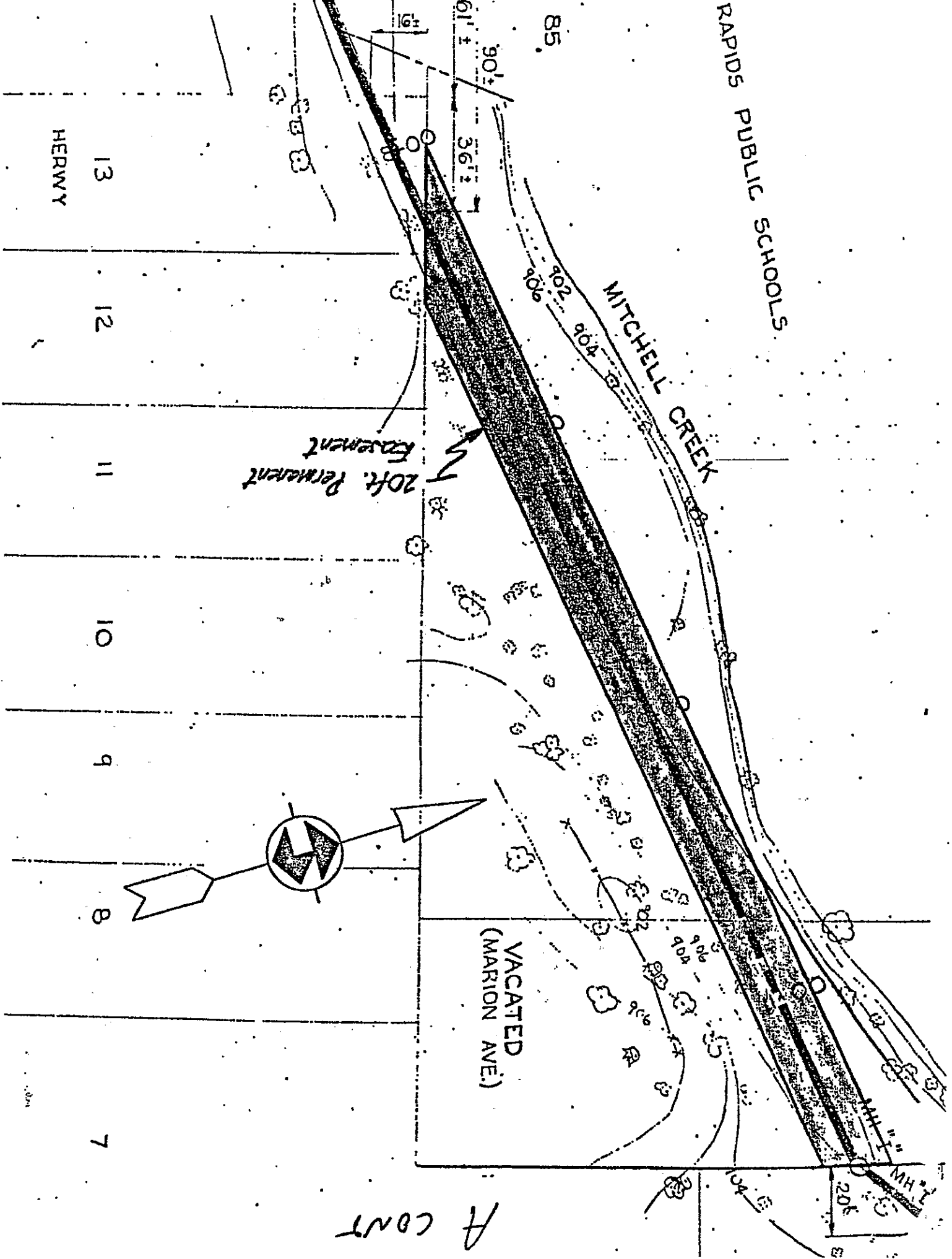
to me known to be the same person(s) described in, and who have executed the within instrument, and who have acknowledged the same to be their free act and deed.

Ellen R. Gahrs

Notary Public, Mecosta County,
Michigan

My Commission Expires: Oct. 3, 1981

A CONT



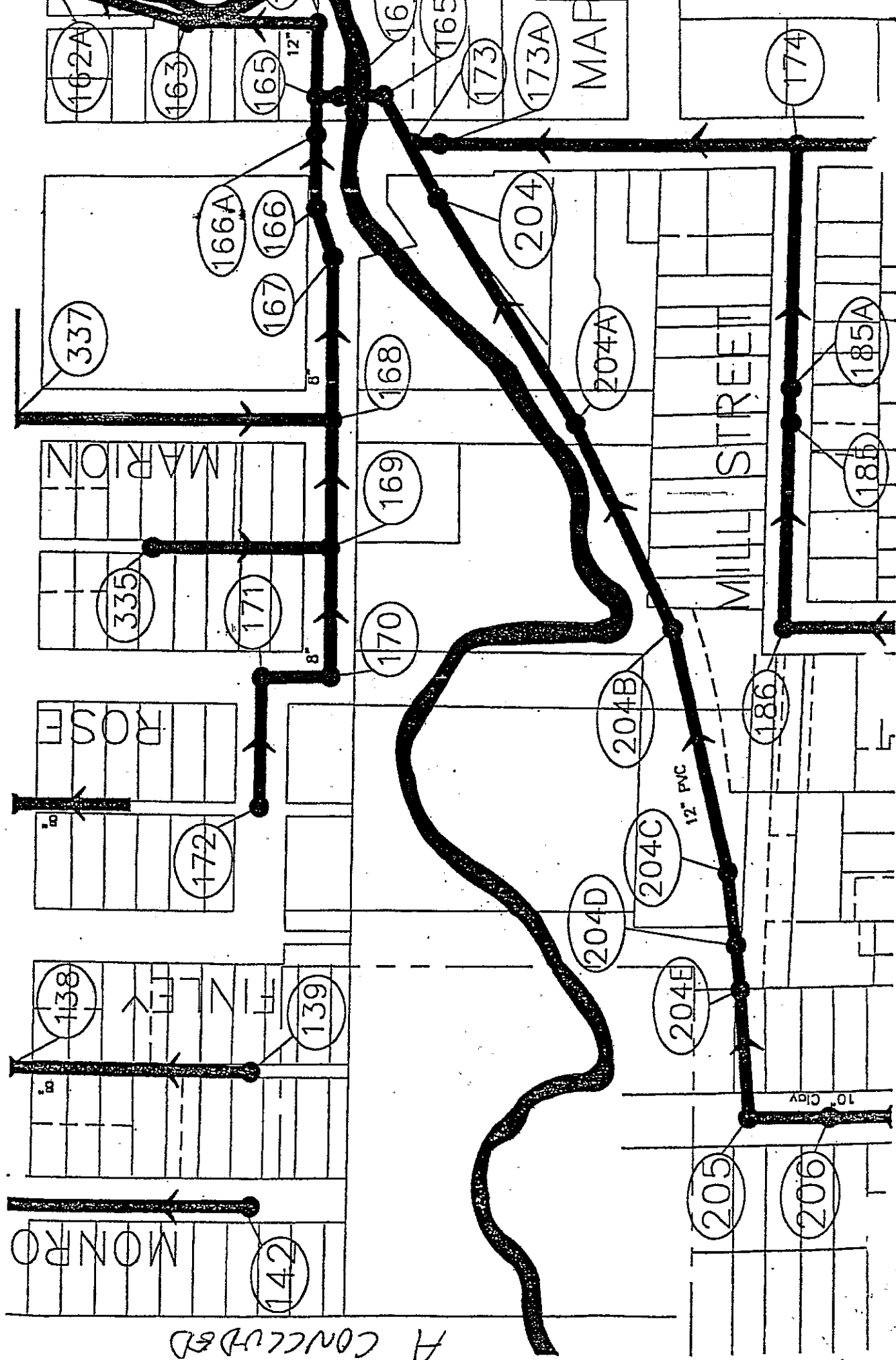
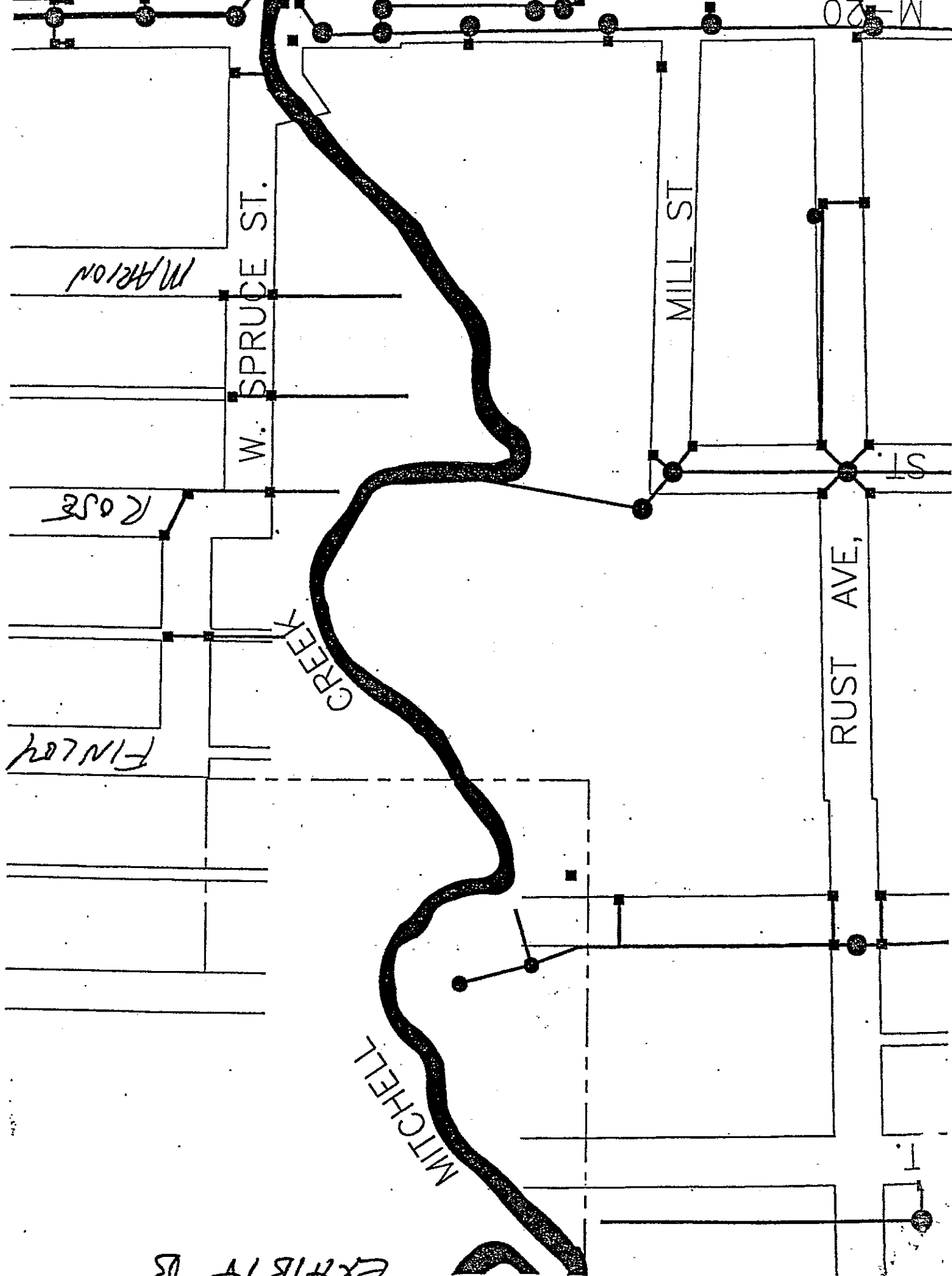


EXHIBIT B



PROMISSORY NOTE

Name: CROSSROADS CHARTER ACADEMY Address: 215 N. STATE STREET Loan Number: _____
BIG RAPIDS MI 49307 Date: 6-1-98
\$ 450,000.00

I, undersigned (jointly and severally if more than one) for value received, promises to pay to the order of Chemical Bank CENTRAL of BIG RAPIDS, Michigan (the "Bank") the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S Dollars (\$ 450,000.00), together with interest thereon from the date hereof at the rate of:

1. ☒ 5.83 % per annum until this note is paid in full.
 2. ☐ % the Prime Rate from time to time in effect on a daily basis (not to exceed 25% per annum, and in no event to be less than _____ % per annum), until this note is paid in full. Current rate on this note is _____ %.
 3. ☐

The undersigned agrees to pay this note in full both principal and accrued interest: 4. ☐ on demand, or 5. ☒ on 6-1-2003, 19XX

The undersigned agrees to make payments on this note according to the following terms:

6. ☒ Other: 59 PAYMENTS OF \$3,756.15 PAYABLE MONTHLY BEGINNING 7-1-98 AND 1 FINAL on the same date of each 19 and continuing beginning 19 and continuing on the same day of each thereafter until note is due in full.
 7. ☐ Interest payable _____, beginning _____, 19____, and continuing _____ thereafter until note is due in full.
 8. ☐ In equal installments of \$ _____ each, beginning _____, 19____, and continuing on the same day of each _____ thereafter until note is due in full.

PAYMENT DUE 6-1-03 OF \$344,814 thereafter until note is due in full.

9. ☒ If a payment is 15 days late, you will be charged a late charge equal to 5% of the late payment.
 The term Prime Rate refers to the prime rate published from time to time in the Wall Street Journal. The Prime Rate under this note will change whenever the Wall Street Journal prime rate changes, except as otherwise indicated in box 3 above. All prepayments and installments will be applied first to interest due, then on principal. No prepayment shall reduce the amount of, or extend the due date of, any fixed installment required to be paid hereunder.

10. ☐ This note is unsecured.
 11. ☒ This note is secured by the security agreement below.
 12. ☐ This note is secured by a separate security agreement dated _____ signed by the debtor granting a security interest in the collateral described therein, including but not limited to, _____
 13. ☐

Protest, presentment, demand, dishonor, notice of dishonor, and extension of time for payment are expressly waived by all who become parties to this note, and any such party assents to any indulgence and to any substitution, exchange or release of any collateral.

THIS NOTE IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM.

DEBTOR: CROSSROADS CHARTER ACADEMY

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

☐ N ☐ R ☐ KNL ☐ TL ☐ FRB Class PURCHASE BUILDING Tel # _____
 Approval _____ TIN # _____
 Purpose of Loan _____

SECURITY AGREEMENT

For value received, the undersigned Debtor hereby grants the Bank a security interest in the following described collateral, (the "collateral"), together with all proceeds and products therefrom.

14. ☐ all collateral at any time securing other loans from the Bank to the undersigned.
 15. ☐ all machinery, equipment, furniture and fixtures now owned or hereafter acquired, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.
 16. ☐ all inventory, raw materials, work in process and supplies now owned or hereafter acquired.
 17. ☐ all passenger and commercial motor vehicles now owned or hereafter acquired.
 18. ☐ all accounts, accounts receivable and general intangibles now existing or hereafter arising.
 19. ☐ all livestock and poultry now owned or hereafter acquired.
 20. ☐ all crops now or hereafter planted, growing or grown.
 21. ☒ Other: REAL ESTATE MORTGAGE DATED 6-1-98 ON PROPERTY LOCATED AT 215 N. STATE STREET, BIG RAPIDS, MICHIGAN, 49307.

22. ☐ See attached Exhibit A for a further description of certain of the above collateral.

23. ☐ See attached Exhibit B for a legal description of the real property upon which certain of the above collateral is located. The Fee owner of such real property is _____

THIS SECURITY AGREEMENT IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

DEBTOR CROSSROADS CHARTER ACADEMY

ate: 5-1-98

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

CHEMICAL BANK CENTRAL

Date: 6-1-98

BUSINESS PURPOSE AFFIDAVIT (non-corporate borrowers)

The undersigned, in applying for the loan represented by the above promissory note, hereby certifies to the Bank that he is engaged in the following type of business: SCHOOL

and that the proceeds of the loan will be used in such business for the following purpose and no other: PURCHASE BUILDING

Date: 6-1-98
DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER
 Subscribed and sworn to before me this 1 day of JUNE 1998

Notary Public KARI W. CINEBAUGH
MECOSTA County, Michigan
 My commission expires: 7-11-98

GUARANTY

For value received, the undersigned, jointly and severally, endorse, guaranty and promise to pay as therein provided the above promissory note and all expenses of collection, including attorney's fees, whether of this guaranty or of the promissory note hereby guaranteed. Before, at or after maturity, with or without notice and without affecting liability hereunder, the holder of the promissory note (a) may present from time to time to any creditor of the debtor, for the acceptance of any security of any kind for the obligation hereby guaranteed; (b) may release, surrender or alter any security of the debtor, from time to time of any payment, whether principal or interest, hereby guaranteed; (c) may apply any payment in such manner as such creditor elects; and (d) may deal as aforesaid or in any other manner whatever with any maker, endorser or guarantor of the promissory note hereby guaranteed. I waive for myself and for all others (a) presentment, demand, protest, and notice of protest, (b) diligence in collecting the promissory note and (c) all right to require the holder to proceed against the maker or against any other person or to apply any security it holds or to pursue any other remedy.

24. ☐ This guaranty is unsecured. A REAL ESTATE MORTGAGE

25. ☒ This guaranty is secured by DATED 6-1-98

SEE ATTACHED EXHIBIT C FOR SECURITY DESCRIPTION.

Date: 6-1-98

ROBERT I. TILLY

MARY E. TILLY

PROMISSORY NOTE

Name: CROSSROADS CHARTER ACADEMY Address: 215 N. STATE STREET Loan Number: _____
BIG RAPIDS MI 49307 Date: 6-1-98
\$ 450,000.00

I, undersigned (jointly and severally if more than one) for value received, promises to pay to the order of Chemical Bank CENTRAL of BIG RAPIDS, Michigan (the "Bank") the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S Dollars (\$ 450,000.00), together with interest thereon from the date hereof at the rate of:

1. ☒ 5.83 % per annum until this note is paid in full.
2. ☐ % the Prime Rate from time to time in effect on a daily basis (not to exceed 25% per annum, and in no event to be less than _____ % per annum), until this note is paid in full. Current rate on this note is _____ %.
3. ☐ _____

The undersigned agrees to pay this note in full both principal and accrued interest: 4. ☐ on demand, or 5. ☒ on 6-1-2003, 19XX

The undersigned agrees to make payments on this note according to the following terms:

6. ☒ Other: 59 PAYMENTS OF \$3,756.15 PAYABLE MONTHLY BEGINNING 7-1-98 AND 1 FINAL PAYMENT DUE 6-1-03 OF \$344,814 thereafter until note is due in full.
7. ☐ Interest payable _____, beginning _____, 19____, and continuing _____, beginning _____, 19____, and continuing on the same day of each _____ thereafter until note is due in full.
8. ☐ In equal installments of \$ _____ each, beginning _____, 19____, and continuing on the same day of each _____ thereafter until note is due in full.

9. ☒ If a payment is 15 days late, you will be charged a late charge equal to 5% of the late payment.

The term Prime Rate refers to the prime rate published from time to time in the Wall Street Journal. The Prime Rate under this note will change whenever the Wall Street Journal prime rate changes, except as otherwise indicated in box 3 above. All prepayments and installments will be applied first to interest due, then on principal. No prepayment shall reduce the amount of, or extend the due date of, any fixed installment required to be paid hereunder.

10. ☐ This note is unsecured.
11. ☒ This note is secured by the security agreement below.
12. ☐ This note is secured by a separate security agreement dated _____ signed by the debtor granting a security interest in the collateral described therein, including but not limited to, _____
13. ☐ _____

Protest, presentment, demand, dishonor, notice of dishonor, and extension of time for payment are expressly waived by all who become parties to this note, and any such party assents to any indulgence and to any substitution, exchange or release of any collateral.

THIS NOTE IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM.

DEBTOR: CROSSROADS CHARTER ACADEMY

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

J N ☐ R ☐ KWL ☐ TL ☐ FRB Class ☐ PURCHASE BUILDING Tel # _____
Approval _____ TIN # _____
Purpose of Loan _____

SECURITY AGREEMENT

For value received, the undersigned Debtor hereby grants the Bank a security interest in the following described collateral, (the "collateral"), together with all proceeds and products therefrom.

14. ☐ all collateral at any time securing other loans from the Bank to the undersigned;
15. ☐ all machinery, equipment, furniture and fixtures now owned or hereafter acquired, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.
16. ☐ all inventory, raw materials, work in process and supplies now owned or hereafter acquired.
17. ☐ all passenger and commercial motor vehicles now owned or hereafter acquired.
18. ☐ all accounts, accounts receivable and general intangibles now existing or hereafter arising.
19. ☐ all livestock and poultry now owned or hereafter acquired.
20. ☐ all crops now or hereafter planted, growing or grown.
21. ☒ Other: REAL ESTATE MORTGAGE DATED 6-1-98 ON PROPERTY LOCATED AT 215 N. STATE STREET, BIG RAPIDS, MICHIGAN, 49307.

22. ☐ See attached Exhibit A for a further description of certain of the above collateral.
23. ☐ See attached Exhibit B for a legal description of the real property upon which certain of the above collateral is located. The Fee owner of such real property is _____

THIS SECURITY AGREEMENT IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

DEBTOR CROSSROADS CHARTER ACADEMY

Date: 6-1-98 DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

CHEMICAL BANK CENTRAL

Date: 6-1-98 KWL

BUSINESS PURPOSE AFFIDAVIT (non-corporate borrowers)

The undersigned, in applying for the loan represented by the above promissory note, hereby certifies to the Bank that he is engaged in the following type of business: SCHOOL

and that the proceeds of the loan will be used in such business for the following purpose and no other: PURCHASE BUILDING

Date: 6-1-98 DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

Subscribed and sworn to before me this 1 day of JUNE, 1998

Notary Public KARL W. LINDBAUGH

MECOSTA County, Michigan
My commission expires: 7-11-98

GUARANTY

For value received, the undersigned, jointly and severally, endorse, guaranty and promise to pay as therein provided the above promissory note and all expenses of collection, including attorney's fees, whether of this guaranty or of the promissory note hereby guaranteed. Before, at or after maturity, with or without notice and without affecting liability hereunder, the holder of the promissory note (a) may cause the note to be sold or otherwise disposed of at the option of the holder, (b) may cause the note to be sold or otherwise disposed of at the option of the holder, (c) may cause the note to be sold or otherwise disposed of at the option of the holder, (d) may cause the note to be sold or otherwise disposed of at the option of the holder, (e) may cause the note to be sold or otherwise disposed of at the option of the holder, (f) may cause the note to be sold or otherwise disposed of at the option of the holder, (g) may cause the note to be sold or otherwise disposed of at the option of the holder, (h) may cause the note to be sold or otherwise disposed of at the option of the holder, (i) may cause the note to be sold or otherwise disposed of at the option of the holder, (j) may cause the note to be sold or otherwise disposed of at the option of the holder, (k) may cause the note to be sold or otherwise disposed of at the option of the holder, (l) may cause the note to be sold or otherwise disposed of at the option of the holder, (m) may cause the note to be sold or otherwise disposed of at the option of the holder, (n) may cause the note to be sold or otherwise disposed of at the option of the holder, (o) may cause the note to be sold or otherwise disposed of at the option of the holder, (p) may cause the note to be sold or otherwise disposed of at the option of the holder, (q) may cause the note to be sold or otherwise disposed of at the option of the holder, (r) may cause the note to be sold or otherwise disposed of at the option of the holder, (s) may cause the note to be sold or otherwise disposed of at the option of the holder, (t) may cause the note to be sold or otherwise disposed of at the option of the holder, (u) may cause the note to be sold or otherwise disposed of at the option of the holder, (v) may cause the note to be sold or otherwise disposed of at the option of the holder, (w) may cause the note to be sold or otherwise disposed of at the option of the holder, (x) may cause the note to be sold or otherwise disposed of at the option of the holder, (y) may cause the note to be sold or otherwise disposed of at the option of the holder, (z) may cause the note to be sold or otherwise disposed of at the option of the holder.

24. ☐ This guaranty is unsecured.
25. ☒ This guaranty is secured by A REAL ESTATE MORTGAGE

SEE ATTACHED EXHIBIT C FOR SECURITY DESCRIPTION.

Date: 6-1-98 ROBERT L. HILL

KARL E. HILL

A. Settlement Statement

U.S. Department of Housing
and Urban Development



OMB No. 2502-0265

Type of Loan		6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
<input type="checkbox"/> FHA 2.	<input type="checkbox"/> FmHA 3.	<input type="checkbox"/> Conv. Unins.		
<input type="checkbox"/> VA 5.	<input type="checkbox"/> Conv. Ins.			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
CROSSROADS CHARTER ACADEMY 215 N. STATE BIG RAPIDS, MI 49307	BIG RAPIDS PUBLIC SCHOOLS 21034 15 MILE RD BIG RAPIDS, MI 49307	CHEMICAL BANK CENTRAL 125 N. MICHIGAN AVE BIG RAPIDS, MI 49307

G. Property Location	H. Settlement Agent	I. Settlement Date
215 N. STATE BIG RAPIDS, MI 49307	Place of Settlement CHEMICAL BANK CENTRAL 125 N. MICHIGAN AVE BIG RAPIDS, MI 49307	6/1/98

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	380,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,896.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
J. Gross Amount Due From Borrower	381,896.00	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	450,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	450,000.00	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	381,896.00	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	(450,000.00)	602. Less reductions in amt. due seller (line 520)	()
303. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	68,104.00	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
PAGE 2

Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
0. Total Sales/Broker's Commission based on price \$ 380,000.00 @ 7.00 % = 26,600.00					
Division of Commission (line 700) as follows:					
1. \$	to	<i>Century 21 Forward</i>			
702. \$	to	<i>Conda Garner</i>			
703. Commission paid at Settlement					
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee	to	BIG BEAR	825.00		
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee /					
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for			months to		
903. Hazard Insurance Premium for			years to		
904.			years to		
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months@ \$		per month		
1002. Mortgage Insurance	months@ \$		per month		
1003. City property taxes	months@ \$		per month		
1004. County property taxes	months@ \$		per month		
1005. Annual assessments	months@ \$		per month		
1006.	months@ \$		per month		
1007.	months@ \$		per month		
1008.	months@ \$		per month		
0. Title Charges					
1. Settlement or closing fee	to				
102. Abstract or title search	to				
1103. Title examination	to				
1104. Title Insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to	LOBERT & DOWNEY	275.00		
(Includes above items numbers:)					
1108. Title Insurance	to				
(Includes above items numbers:)					
1109. Lender's coverage	\$		735.00		
1110. Owner's coverage	\$				
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$	9.00	Mortgage \$	43.00	Releases \$	52.00
1202. City/county tax/stamps: Deed \$		Mortgage \$			
1203. State tax/stamps: Deed \$		Mortgage \$			
1204. GUARANTEE	9.00			9.00	
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest inspection to					
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				1,896.00	

The undersigned Acknowledges Receipt of This Settlement Statement and Agrees to the Accuracy Thereof.

PROMISSORY NOTE

Name: CROSSROADS CHARTER ACADEMY Address: 215 N. STATE STREET Loan Number: _____
BIG RAPIDS MI 49307 Date: 6-1-98
\$ 450,000.00

undersigned (jointly and severally if more than one) for value received, promises to pay to the order of Chemical Bank CENTRAL of G RAPIDS, Michigan (the "Bank") the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S Dollars (\$ 450,000.00), together with interest thereon from the date hereof at the rate of:

1. ☒ 5.83 % per annum until this note is paid in full.
 2. ☐ % the Prime Rate from time to time in effect on a daily basis (not to exceed 25% per annum, and in no event to be less than % per annum), until this note is paid in full. Current rate on this note is %.
 3. ☐

The undersigned agrees to pay this note in full both principal and accrued interest: 4. ☐ on demand, or 5. ☒ on 6-1-2003, 19XX

The undersigned agrees to make payments on this note according to the following terms:

6. ☒ Other: 59 PAYMENTS OF \$3,756.15 PAYABLE MONTHLY BEGINNING 7-1-98 AND 1 FINAL on the same date of each PAYMENT DUE 6-1-03 OF \$344,814 thereafter until note is due in full.
 7. ☐ interest payable _____, beginning _____, 19____, and continuing _____, beginning _____, 19____, and continuing on the same day of each _____ thereafter until note is due in full.
 8. ☐ In equal installments of \$ _____ each, beginning _____, 19____, and continuing on the same day of each _____ thereafter until note is due in full.

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10. ☐ This note is unsecured.
 11. ☒ This note is secured by the security agreement below.
 12. ☐ This note is secured by a separate security agreement dated _____ signed by the debtor granting a security interest in the collateral described therein, including but not limited to, _____
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DEBTOR: CROSSROADS CHARTER ACADEMY

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

N ☐ R

KWL
Approval

TL

FRB Class

PURCHASE BUILDING

Purpose of Loan

Tel #

TIN #

SECURITY AGREEMENT

For value received, the undersigned Debtor hereby grants the Bank a security interest in the following described collateral, (the "collateral"), together with all proceeds and products therefrom.

14. ☐ all collateral at any time securing other loans from the Bank to the undersigned.
 15. ☐ all machinery, equipment, furniture and fixtures now owned or hereafter acquired, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.
 16. ☐ all inventory, raw materials, work in process and supplies now owned or hereafter acquired.
 17. ☐ all passenger and commercial motor vehicles now owned or hereafter acquired.
 18. ☐ all accounts, accounts receivable and general intangibles now existing or hereafter arising.
 19. ☐ all livestock and poultry now owned or hereafter acquired.
 20. ☐ all crops now or hereafter planted, growing or grown.
 21. ☒ Other: REAL ESTATE MORTGAGE DATED 6-1-98 ON PROPERTY LOCATED AS 215 N. STATE STREET, BIG RAPIDS, MICHIGAN, 49307.

22. ☐ See attached Exhibit A for a further description of certain of the above collateral.

23. ☐ See attached Exhibit B for a legal description of the real property upon which certain of the above collateral is located. The Fee owner of such real property is _____

THIS SECURITY AGREEMENT IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

DEBTOR CROSSROADS CHARTER ACADEMY

Site: 6-1-98

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

CHEMICAL BANK CENTRAL

Date: 6-1-98

BUSINESS PURPOSE AFFIDAVIT (non-corporate borrowers)

The undersigned, in applying for the loan represented by the above promissory note, hereby certifies to the Bank that he is engaged in the following type of business: SCHOOL

and that the proceeds of the loan will be used in such business for the following purpose and no other: PURCHASE BUILDING

Date: 6-1-98

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

Subscribed and sworn to before me this 1 day of JUNE, 1998

Notary Public KARL W. LINEBAUGH

MECOSTA County, Michigan

My commission expires: 7-11-98

GUARANTY

For value received, the undersigned, jointly and severally, endorse, guaranty and promise to pay as therein provided the above promissory note and all expenses of collection, including attorney's fees, whether of this guaranty or of the promissory note hereby guaranteed. Before, at or after maturity, with or without notice and without affecting liability hereunder, the holder of the promissory note (a) may consent to the extension of time to any change in the rate of interest, (b) the acceptance of any security of any kind for the obligation hereby guaranteed, (c) the release, substitution or alteration of any security of the extension from time to time of any payment, whether principal or interest, hereby guaranteed, (d) may apply any payment in such manner as such holder elects and (e) may act as aforesaid or in any other manner whatsoever with any maker, endorser or guarantor of the promissory note hereby guaranteed. I waive for myself and for all others (a) presentment, demand, protest, and notice of protest, (b) diligence in collecting the promissory note and (c) all right to require the holder to proceed against the maker or against any other person or to apply any security it holds or to pursue any other remedy.

24. ☐ This guaranty is unsecured.

A REAL ESTATE MORTGAGE

25. ☒ This guaranty is secured by DATED 6-1-98

SEE ATTACHED EXHIBIT C FOR SECURITY DESCRIPTION.

Date: 6-1-98

ROBERT I. TIERCE

Notary Public

GUARANTEE AGREEMENT

Now Comes Crossroads Charter Academy, a Michigan non-profit Corporation, with offices located at 215 N. State Street, Big Rapids, Michigan 49307 (Crossroads); and, Robert Tiel and Mary Tiel, husband and wife of 16721 220th Avenue, Big Rapids, Michigan 49307 as Guarantor, and hereby enter into the following agreement:

RECITAL

A. Crossroads Charter Academy, a Michigan non-profit Corporation desires to purchase certain realty within the City of Big Rapids and has entered into a Purchase Agreement with the Big Rapids Public Schools for the purchase of said property with improvements thereon as specifically described as follows:

Block 63 of Warren and Bronson's Subdivision of
South ¼ of Southeast ¼ of Section 10, Township 15
North, Range 10 West, City of Big Rapids, Mecosta
County, Michigan.

B. That Chemical Bank Central, a Michigan banking corporation with offices located at 125 N. Michigan Avenue, Big Rapids, Michigan 49307 has agreed to extend funds in the sum of \$450,000.00 for the purchase of the above described lands and to facilitate the refurbishing of the building located thereon.

C. That Robert Tiel and Mary Tiel, husband and wife, have agreed to personally guarantee the repayment of the mortgaged funds to Chemical Bank Central in the event of a default by Crossroads Charter Academy.

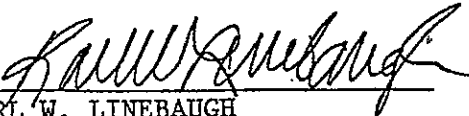
D. That Robert and Mary Tiel desire to enter into an agreement with Crossroads Charter Academy to secure their position as a Guarantor of the loan and the sums owing to Chemical Bank Central.

NOW THEREFORE, the parties enter into the following agreement:

1. Robert Tiel and Mary Tiel, husband and wife, shall executed a personal guarantee, insuring that the funds owing by Crossroads Charter Academy, which are evidenced by a Promissory Note and Mortgage executed the 1ST day of JUNE, 1998 shall be personally guaranteed.
2. Crossroads Charter Academy hereby covenants and agrees that in the event Robert and/or Mary Tiel shall be ever called upon to make payment of any sums owing from Crossroads Charter Academy to Chemical Bank Central, or it's Assigns, that Crossroads Charter Academy will surrender it's interest as titleholder, and shall convey to Robert and/or Mary Tiel the above described lands, free and clear of any and all indebtedness other than the indebtedness which will be evidenced by Promissory Note and Mortgage executed the 1ST day of JUNE 1998.
3. That Crossroads Charter Academy and Robert and Mary Tiel hereby agree that evidence of this agreement shall be executed by both parties, and recorded in the records of the Mecosta County Register of Deeds giving notice of the right of Robert and Mary Tiel to cure any default and be entitled to a conveyance of the realty as a result thereof.
4. That Crossroads Charter Academy and Robert and Mary Tiel further agree that such conveyance of the realty in the event of default shall be made within 30 days of the date that the Tiel's are notified that they must make payment as a result of the default of Crossroads Charter Academy, and such conveyance will be made without further demand or additional notice from Robert and Mary Tiel to Crossroads Charter Academy.
5. That Crossroads Charter Academy further agrees to convey all right, title and interest in and to the property in the event of the default and the requirement of the payment by Robert and Mary Tiel without rebate, or without claim as to money already paid to Chemical Bank Central by Crossroads Charter Academy. In addition thereto, any and all additional costs, expenses and actual reasonable attorney fees shall be payable by that party causing or creating the default.

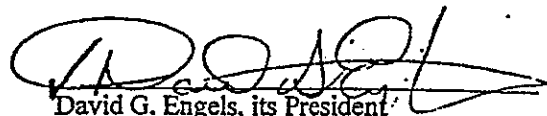
Dated this 1ST day of JUNE, 1998

Witnesses:


KARL W. LINEBAUGH


MELISSA EICHLER

Signed for Crossroads Charter Academy



David G. Engels, its President


Gregory Videtich, its Treasurer

STATE OF MICHIGAN
COUNTY OF MECOSTA


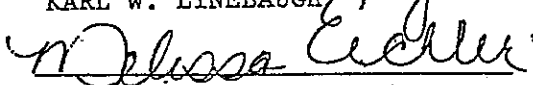
The above instrument was acknowledged before me on the 1ST day of JUNE, 1998 by Crossroads Charter Academy by David G. Engels, President and Gregory Videtich, Treasurer.

My Commission Expires:
7-11-98

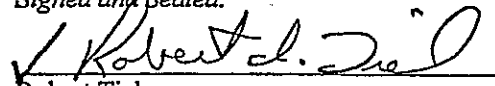

KARL W. LINEBAUGH Notary Public
Mecosta County, Michigan

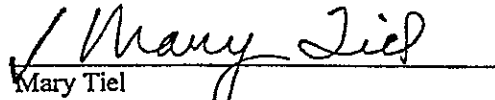
Dated this 1ST day of JUNE, 1998

Witnesses:


KARL W. LINEBAUGH

MELISSA EICHLER

Signed and Sealed:

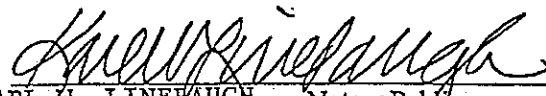

Robert Tiel


Mary Tiel

STATE OF MICHIGAN
COUNTY OF MECOSTA

The above instrument was acknowledged before me on the 1ST day of JUNE, 1998 by Robert Tiel and Mary Tiel

My Commission Expires:
7-11-98


KARL W. LINEBAUGH Notary Public
Mecosta County, Michigan

Drafted By:
Shawn Downey
119 S. Michigan Ave.
Big Rapids, MI 49307
616-796-7609

Crossroads Guarantee Agreement

200000000581
Filed for Record in
MECOSTA COUNTY, MICHIGAN
JOANNE BROWN
On 02-25-2000 At 02:26:04 pm.
MEM LAND CO 11.00
OR Liber 632 Page 1608 - 1609

200000000581
CROSSROADS CHARTER ACADEMY
215 N STATE
BIG RAPIDS, MI 49307

MEMORANDUM OF LAND CONTRACT

This Memorandum of Land Contract entered into this 23rd day of February, 2000 by and between: Big Rapids Public Schools, a Michigan general powers school district organized and operating under the provisions of the revised school code, MCLA 380.1 et seq., as amended (a.k.a. the following: The Public Schools of Big Rapids, Michigan; The Big Rapids Public Schools, a School District and a Municipal Corporation; The Public Schools of Big Rapids, Michigan; School District of the City of Big Rapids, Michigan, a Municipal Corporation; The Public Schools of the City of Big Rapids, Michigan; Big Rapids City School District of Big Rapids, Michigan; School District for the City of Big Rapids, Mecosta and Newaygo Counties, Michigan; Big Rapids Board of Education; Big Rapids Public Schools; The Public Schools of City of Big Rapids; Public Schools of Big Rapids, Michigan; and the School District of the City of Big Rapids, Michigan) of 21034 - 15 Mile Road, Big Rapids, MI 49307, hereinafter referred to as "Seller" and The Crossroads Charter Academy, a Michigan non-profit Corporation, of 215 N State Street, Big Rapids, MI 49307, hereinafter referred to as "Purchaser".

WITNESSETH:

The Purchaser and Seller have entered into a land contract of even date herewith and they desire to enter into this Memorandum of Land Contract to give record notice of the existence of the land contract.

In consideration of the premises and other good and valuable consideration, the Seller acknowledges and agrees that the property described below was sold to the Purchaser on land contract of even date:

Block 74 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and proposed vacated Finley Street adjacent thereto.

and

Block 85 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and vacated Rose Street adjacent thereto; and West 1/2 of vacated Marion Avenue adjacent thereto.

and

Commencing at the Northwest corner of Block 96 of Warren and Bronson's Subdivision of the Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, thence East along the North line of said Block to where it intersects the Northwesterly boundary of the right of way, so-called, to the Pere Marquette Railway across said Block 96; thence Southwesterly along the Northwestern boundary of said right of way to the West side of said Block 96; thence North along the West side of said Block 96 to the place of beginning; and East 1/2 of vacated Marion Street adjacent thereto.

and

East 30 feet of Lots 9 and 10 of Block 3 of Hutchinson's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

That part of Lot 14 of Block 1 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, described as follows: Beginning at the Northwest corner of Lot 14 of Block 1 of Assessor's Plat of Sanborn and Rust's Addition to the City of Big Rapids, Michigan, thence S 86°56' E 150 feet, more or less, along the Section line or the North line of said Block 1 to the Northeast corner of said Lot 14; thence due South along the East line of said Lot 14, 62 1/2 feet; thence Southwesterly along the Southerly boundary of the abandoned Pere Marquette Railroad right of way to a point on the West line of said Lot 14, 113.2 feet South of the place of beginning; thence North to the point of beginning; excepting the Pere Marquette Railroad right of way.

and

The North 25 feet of the West 300 feet of Lot 2, Block 10 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

All that part of Block 11 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, lying North of the Pere Marquette Railroad right of way;

and

The West 100 feet of that portion of Block 11 of Assessor's Plat of No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, lying South of the Pere Marquette Railroad right of way.

and

A parcel of land commencing at the Southwest corner of vacated Finley Avenue adjacent to Block 74 of Warren and Bronson's Subdivision of SE 1/4 of SE 1/4 of Section 10, T15N, R10W, Michigan, thence West to a point 30 feet West of the Northeast corner of Lot 10, Block 3 of Hutchinson's Addition thence North to the South line of P.M. Brown's Third Addition; thence East to the West

line of said vacated Finley Avenue; thence South along said line to the point of beginning.

EXCEPT the westernmost boundary of the subject parcel along the existing fence line shall be determined via survey, at the expense of the City of Big Rapids, and the Legal Description thereof obtained shall control as the said westernmost boundary line when the deed is given in fulfillment thereof.

AND FURTHER EXCEPT the Seller, or its assigns, retains the right to use the above-described premises for sporting events, practices and recreational purposes, through December 31, 2002, in a manner and consistency substantially similar to the Seller's prior use made thereof, upon a reasonable notice to Purchaser. The Seller's right to use the premises shall be exclusive for the dates and times desired, shall include the right to all profits generated by said use, and shall further include the right to utilize any improvements and utilities incidental to the use made thereby. All of the uses made under the terms of this paragraph shall be free of charge, provided the Seller maintains the general liability insurance required under the terms of the subject land contract

Subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.


Said property being located in the City of Big Rapids, and in the Township of Big Rapids, Mecosta County, Michigan. The Seller granted to the Purchaser the right to make zero division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, when paid in full.


The purpose of this Memorandum of Land Contract is to give record notice of the existence of the aforesaid land contract.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the date and year first above written.

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:



Steve Lobert


Mark R Klumpp

STATE OF MICHIGAN
COUNTY OF MECOSTA

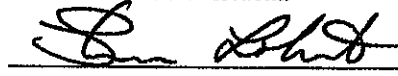
For Big Rapids Public Schools

By: John L. Cook
Its: Superintendent


By: Richard Christner
Its: School Board President

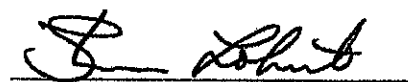
The foregoing instrument was acknowledged before me this 23rd day of February, 2000 For Big Rapids Public Schools, By John L. Cook, Its Superintendent and By Richard Christner, Its School Board President.


My commission expires
09-02-2001


Steve Lobert
Notary Public
Mecosta County, Michigan

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

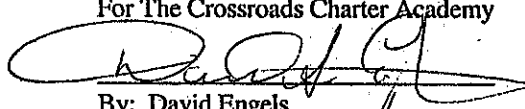
IN PRESENCE OF:


Steve Lobert


Mark R Klumpp
STATE OF MICHIGAN
COUNTY OF MECOSTA

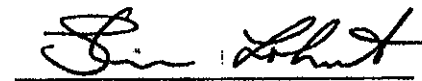
For The Crossroads Charter Academy

By: David Engels
Its: School Board President



The foregoing instrument was acknowledged before me this 23rd day of February, 2000 for The Crossroads Charter Academy By David Engels, Its School Board President.

My commission expires
09-02-2001


Steve Lobert
Notary Public
Mecosta County, Michigan

Drafted Without Opinion
By: Steve Lobert
Attorney at Law
119 S. Michigan Avenue
Big Rapids, MI 49307
3556-99.mldk/sp

LAND CONTRACT

THIS CONTRACT, made this 23rd day of February, 2000, between Big Rapids Public Schools, a Michigan general powers school district organized and operating under the provisions of the revised school code, MCLA 380.1 et seq., as amended (a.k.a. the following: The Public Schools of Big Rapids, Michigan; The Big Rapids Public Schools, a School District and a Municipal Corporation; The Public Schools of Big Rapids, Michigan; School District of the City of Big Rapids, Michigan, a Municipal Corporation; The Public Schools of the City of Big Rapids, Michigan; Big Rapids City School District of Big Rapids, Michigan; School District for the City of Big Rapids, Mecosta and Newaygo Counties, Michigan; Big Rapids Board of Education; Big Rapids Public Schools; The Public Schools of City of Big Rapids; Public Schools of Big Rapids, Michigan; and the School District of the City of Big Rapids, Michigan)

hereinafter referred to as "Seller", whose address is 21034 - 15 Mile Road, Big Rapids, MI 49307

and The Crossroads Charter Academy, a Michigan non-profit Corporation

hereinafter referred to as "Purchaser", whose address is 215 N State Street, Big Rapids, MI 49307

WITNESSETH:

1. Seller Agrees:

a. To sell and convey to Purchaser land in the City of Big Rapids, and in the Township of Big Rapids, County of MECOSTA, Michigan, described as:

Block 74 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and proposed vacated Finley Street adjacent thereto.

and

Block 85 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and vacated Rose Street adjacent thereto; and West 1/2 of vacated Marion Avenue adjacent thereto.

and

Commencing at the Northwest corner of Block 96 of Warren and Bronson's Subdivision of the Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, thence East along the North line of said Block to where it intersects the Northwestern boundary of the right of way, so-called, to the Pere Marquette Railway across said Block 96; thence Southwesterly along the Northwestern boundary of said right of way to the West side of said Block 96; thence North along the West side of said Block 96 to the place of beginning; and East 1/2 of vacated Marion Street adjacent thereto.

and

East 30 feet of Lots 9 and 10 of Block 3 of Hutchinson's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

That part of Lot 14 of Block 1 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, described as follows: Beginning at the Northwest corner of Lot 14 of Block 1 of Assessor's Plat of Sanborn and Rust's Addition to the City of Big Rapids, Michigan, thence S 86°56' E 150 feet, more or less, along the Section line or the North line of said Block 1 to the Northeast corner of said Lot 14; thence due South along the East line of said Lot 14, 62 1/2 feet; thence Southwesterly along the Southerly boundary of the abandoned Pere Marquette Railroad right of way to a point on the West line of said Lot 14, 113.2 feet South of the place of beginning; thence North to the point of beginning; excepting the Pere Marquette Railroad right of way.

and

The North 25 feet of the West 300 feet of Lot 2, Block 10 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

All that part of Block 11 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, lying North of the Pere Marquette Railroad right of way;

and

The West 100 feet of that portion of Block 11 of Assessor's Plat of No. 1 of Sanborn and Rust's

Addition to the City of Big Rapids, Mecosta County, Michigan, lying South of the Pere Marquette Railroad right of way.

and

A parcel of land commencing at the Southwest corner of vacated Finley Avenue adjacent to Block 74 of Warren and Bronson's Subdivision of SE 1/4 of SE 1/4 of Section 10, T15N, R10W, Michigan, thence West to a point 30 feet West of the Northeast corner of Lot 10, Block 3 of Hutchinson's Addition thence North to the South line of P.M. Brown's Third Addition; thence East to the West line of said vacated Finley Avenue; thence South along said line to the point of beginning.

EXCEPT the westernmost boundary of the subject parcel along the existing fence line shall be determined via survey, at the expense of the City of Big Rapids, and the Legal Description thereof obtained shall control as the said westernmost boundary line when the deed is given in fulfillment thereof.

AND FURTHER EXCEPT the Seller, or its assigns, retains the right to use the above-described premises for sporting events, practices and recreational purposes, through December 31, 2002, in a manner and consistency substantially similar to the Seller's prior use made thereof, upon a reasonable notice to Purchaser. The Seller's right to use the premises shall be exclusive for the dates and times desired, shall include the right to all profits generated by said use, and shall further include the right to utilize any improvements and utilities incidental to the use made thereby. All of the uses made under the terms of this paragraph shall be free of charge, provided Seller maintains the general liability insurance required under Paragraph 3(l) herein.

Subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.

IF THE LAND BEING CONVEYED IS UNPLATTED, the following is deemed to be included: "The Seller grants to the Purchaser the right to make zero division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, when paid in full. Also, this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

, hereinafter referred to as "the land", together with all tenements, hereditaments, improvements, and appurtenances, now on the land, including but not limited to any lighting and plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, TV antenna, now on the land.

b. That the full consideration for the sale of the land to Purchaser is Two Hundred Twenty Thousand and no/100 (\$220,000.00) dollars, of which the sum of One Hundred Ten Thousand and no/100 (\$110,000.00) dollars has been paid to Seller on delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of One Hundred Ten Thousand and no/100 (\$110,000.00) dollars, is to be paid to Seller, without interest, on or before September 1, 2000.

c. To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, a good and sufficient warranty deed conveying title to the land, subject to above-mentioned restrictions and easements, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

2. Purchaser Agrees:

a. To purchase the land and pay Seller the sum aforesaid.

b. To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

c. To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

d. To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller

e. To pay all taxes and special assessments hereafter levied on the land, if any, before any penalty for non-payment attaches thereto, and submit receipts to Seller, as evidence of payment thereof.

f. To keep the buildings now or hereafter on the land insured against loss, damage and negligence, up to their full value, naming the Seller as a standard loss payee, and provide a copy to Seller with premium fully paid.

g. That he has examined a title insurance commitment/policy dated October 21, 1999 at 8 a.m. covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

h. That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

3. **Seller and Purchaser Mutually Agree:**

a. The Seller reserves the right to convey his interest in the above-described land and his conveyance hereof shall not be a cause for rescission. The Seller may, during the lifetime of this contract, place a mortgage on the premises above described, which shall be a lien on the premises, superior to the rights of the Purchaser herein, or may continue and renew any existing mortgage thereon, provided that the aggregate amount due on all outstanding mortgages shall not at any time be greater than the unpaid balance of the contract, and provided that the aggregate payments of principal and interest, whether periodic or final, required in any one month in such new or renewal mortgage shall not exceed those named in this contract; nor shall said new or renewal mortgage restrict the time of payments thereon to a date later than is provided for similar payments in this contract. To secure the priority of lien granted to a new or renewal mortgage as provided for in this paragraph, written notice shall be given to the Purchaser within fifteen (15) days of the execution of all such new mortgages and renewals containing the name and address of the mortgagee, the rate of interest of such mortgage, the amount and due date of payments and maturity of principal.

b. That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at the same rate of this contract on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage security such sums as can be obtained upon such terms as may be required and with the proceedings pay and discharge such mortgage or Purchaser shall pay the principal and interest on such mortgage so given as they mature.

c. That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall at his or her option, be added to the unpaid balance and accrue interest as set forth in Paragraph 1(b).

d. That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

e. That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.

f. That Purchaser shall have the right to possession of the land commencing, immediately, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. Provided, however, Seller shall be given a reasonable time, not to exceed 120 days, to remove those items of personal property not included in this transaction. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

g. That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.

h. That if proceedings are taken to enforce this contract by equitable action, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

i. That time shall be deemed to be of the essence of this contract.

j. That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this

contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

k. Purchaser(s) acknowledge that they have physically inspected the premises; have had ample opportunity to have the premises inspected by professionals, and expressly agree to accept the property and improvements in their conditions "AS IS", there being no warranties either expressed or implied.

l. At any time that the Seller uses the above-described premises pursuant to its retained right to use the premises through December 31, 2002, the Seller shall maintain general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) to cover personal injury and other types of general liability arising from its use of the premises.

m. During the term of this Contract the purchaser shall maintain general liability insurance in an amount not less than Two Million and no/100 (\$2,000,000.00) dollars to cover personal injury and other types of general liability arising from the premises, or the use made thereof. Seller shall be named as the co-payee on the policy and a copy of the policy shall be provided to the Seller by Purchaser.

n. Except as otherwise provided in said lease, Purchaser shall defend, indemnify and hold Seller harmless from any action or proceeding regarding any liability claims arising from the subject premises.

o. In the event of default of this Contract, the party causing or creating the default shall pay the actual costs, expenses and attorney fees of the non-defaulting party.

p. This transaction is contingent upon the Seller obtaining the proper vacation of those portions of Finley, Rose and Marion Avenues that traverse the above-described premises. If the same are not properly vacated by the due date for the final payment hereof, the parties herein agree to delay the date required for the final payment for a reasonable time to allow Seller to obtain the proper vacation. If the proper vacation is not obtained within a reasonable time, the Purchaser shall have the option to rescind this transaction without interest, costs or fees; or waive the contingency and accept the property "AS IS".

q. That the above-described parcel currently contains certain City of Big Rapids storm and sanitary sewers which easements granting the said City the right to use portions of the above-described parcel therefore have not been recorded. The City is in the process of recording the easement attached as "EXHIBIT A", and the parties herein agree to grant an easement for the existing storm sewers, with an approximate location thereof shown on "EXHIBIT B", and to do whatever else may be necessary to provide recorded evidence of currently located utilities.

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be executing corporations with their charters in full force and effect. Any partnership parties hereto represent themselves to be existing partnerships with their certificates in full force and effect.

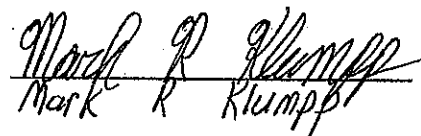
The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one-person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

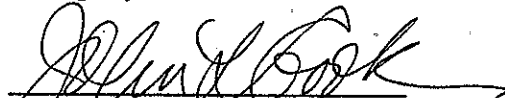


Steve Lobert



STATE OF MICHIGAN
COUNTY OF MECOSTA

For Big Rapids Public Schools



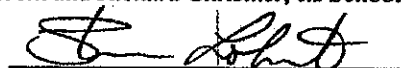
By: John L. Cook
Its: Superintendent



By: Richard Christner
Its: School Board President

The foregoing instrument was acknowledged before me this 23rd day of February, 2000
For Big Rapids Public Schools, By John L. Cook, Its Superintendent and Richard Christner, Its School Board President.

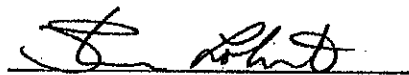
My commission expires
09-02-2001




Steve Lobert,
Notary Public
Mecosta County, Michigan

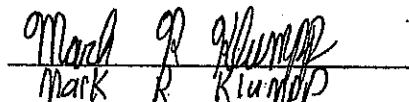
Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:


Steve Lobert

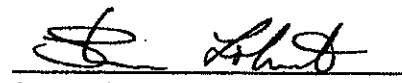
For The Crossroads Charter Academy


By: David Engels
Its: School Board President


Mark R. Klumpp
STATE OF MICHIGAN
COUNTY OF MECOSTA

The foregoing instrument was acknowledged before me this 23rd day of February, 2000 for The Crossroads Charter Academy By David Engels, Its School Board President.

My commission expires
09-02-2001


Steve Lobert
Notary Public
Mecosta County, Michigan

Drafted Without Opinion
By: Steve Lobert
Attorney at Law
119 S. Michigan Avenue
Big Rapids, MI 49307

3556-99 ldk/sp

Michigan Department of State Police
FIRE MARSHAL DIVISION
7150 Harris Drive
Lansing, Michigan 48913
Phone: (517) 322-1924

FIRE MARSHAL USE ONLY	Project No. 4-00-0043-91
Job No.	Cert. No. A-0164

PLAN REVIEW/DOCUMENTATION

FIRE ALARM OR FIRE SUPPRESSION SYSTEM INSTALLATION

Facility Name Big Rapids Jr. High School		Date of Plan Review 1-29-91
Address: No., Street, City, State, ZIP Big Rapids, MI 49307		County Mecosta
Facility Type School	System Type Fire Alarm/Fire Detection	System <input type="checkbox"/> New <input checked="" type="checkbox"/> Modification
Project Description System Replacement and Up-Date		
Architect/Engineer/Certified Firm Mr. Dick Wilson - Simplex Time Recorder		Telephone No. 616/784-7921
Address: No., Street, City, State, ZIP 701 Three Mile Rd., NW, Grand Rapids, MI 49504		

☐ Approved ☒ Approved contingent upon compliance with the following: ☐ Not approved for the reasons listed below

PLEASE REFERENCE OUR NUMBER 4-00-0043-91 ON FUTURE CORRESPONDENCE, ADDENDA, BLUEPRINTS, ETC. CONCERNING THIS PROJECT, AND NOTIFY ANY OTHER ARCHITECT/ENGINEER, COMPANY, SUB-CONTRACTOR ETC. INVOLVED.

THE SUBMITTED DOCUMENTS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE AUGUST 1, 1989 STATE SCHOOL FIRE SAFETY RULES.

OTHER LAWS AND STANDARDS TO BE CONSIDERED ARE PUBLIC ACT 144 OF 1982, PUBLIC ACT 217 OF 1956, PUBLIC ACT 230 OF 1972 AND NFPA PAMPHLETS 13, 70, 72A, 72E, 90A, ETC.

1. This submittal has been reviewed solely for the existence and location of initiating and signaling devices to determine compliance with promulgated fire safety and/or recognized national standards. It is the responsibility of the certified firm to assure compliance with all other applicable laws, codes and manufacturer's recommendations and component compatibility.
2. Provide an electrical certificate of approval from the electrical inspecting authority having jurisdiction.
3. Final field inspection approval of this project cannot be given until documentation of the fire alarm/fire detection system installation, as required by Act 144 of 1982, is received by Fire Marshal Division Headquarters.

SYSTEM DOCUMENTATION

I certify the system has been installed in accordance with Sections 1 to 25 of Act No. 207, P.A. of 1941, as amended (MCL 29.1-29.25) and R29.2801 to 29.2814 of the rules promulgated pursuant to the act.

Certified Firm & Address: No., Street, City, State, ZIP

Simplex Time Recorder Co. 2935 Walkent Ct NW Grand Rapids MI 49504

Authorized Name (type or print)

Signature & Date

TIM WHITTAKER

Timothy J. Whittaker 7-17-91

FIRE MARSHAL USE ONLY

Amt. of Fee Rec'd. \$40.00	Date Rec'd. 8-8-91	Check No. 209800	Voucher No. 695384	Certification No. A0164
Fire Marshal will endorse upon satisfactory completion of the project including deficiencies noted above.			Fire Marshal Inspection Date 8-16-91	
Fire Marshal-Endorsement [Signature]			Date 8-16-91	

This form is authorized by Act No. 207, P.A. of 1941, as amended. Completion of the form is required. Failure to provide the information may lead to decertification of the firm.

DISTRIBUTION:

Firm: Return 4 signed copies with \$40 to the Fire Marshal Division at the address at the top of the form.

Fire Marshal: After endorsement, return original to firm, copy to owner of building, copy to Fire Marshal Division Headquarters and retain copy at district offices.

FACILITY NAME Big Rapids Intermediate School		DATE OF INSPECTION 8-26-91		COUNTY Mecosta	F.M. NO. <input type="checkbox"/> OPEN <input checked="" type="checkbox"/> CLOSED
ADDRESS 215 N. State St.,		FACILITY TYPE School		RULES OR CODE 89 School	JOB/LIC./PAC. NO.
CITY Big Rapids	STATE MI	ZIP 49307	FACILITY REP.		INSPECTION TYPE Recheck
RULE NO.	DESCRIPTION OF NON-COMPLIANCE				
	This project is approved. Full approval for occupancy is granted.				
	CC; Simplex				
DISTRIBUTION:	FOR FUTURE USE		FIRE SAFETY CERTIFICATION <input checked="" type="checkbox"/> FULL APPROVAL <input type="checkbox"/> TEMPORARY APPROVAL (INITIAL) <input type="checkbox"/> DISAPPROVAL		
Big Rapids F.D.	INSPECTING OFFICIAL D/Lt. Gill		ADDRESS 588 Three Mile Rd., N.W.		TELEPHONE 616 784-4996
	SIGNATURE OF OFFICIAL <i>[Signature]</i>		CITY Grand Rapids	ZIP 49504	REVIEWED BY <i>[Signature]</i>



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Office of Fire Safety
Tony Sanfilippo, Director
7150 Harris Drive
P.O. Box 30700
Lansing, MI 48909-8200
517-322-1123

Jim Sanfilippo

MEMORANDUM

DATE: April 28, 1998
TO: Gary Cass, Public School Academy Program
FROM: Dan Dykstra
SUBJECT: Crossroads Charter Academy

This memo is in response to your memo dated April 27, 1998, regarding the re-use of the Big Rapids Middle School building as a charter school.

As we discussed, the Big Rapids Middle School will close at the end of the current school year (June 1998). Crossroads Academy will be purchasing the building from the Big Rapids School District, and has made application with an authorizing agent (Grand Valley State University) indicating their intent to operate a charter school in the building.

As we discussed, for the purposes of this office's jurisdiction, since application has been made within one year of the building being vacated, the new Crossroads Charter Academy will be considered an existing use, and the new owner may occupy the building at any time. However, if any remodeling or renovations are planned to the building, such work must have the approval of this office prior to such work being done.

If there are any further questions or concerns, feel free to contact me at this office.

Pc: Bert Lardie, OFS
Michael Pachulski, OFS - Grand Rapids field office

Michigan Department of Consumer & Industry Services
Bureau of Construction Codes/Elevator Safety Division
P.O. Box 30254, Lansing, Michigan 48909

DISTRICT 037
COUNTY Mecos

ZIP CODE 49307

TO:

NAME Big Rapids Mid School
STREET ADDRESS 215 N. State
CITY Big Rapids

AS OF 07-24-98, AN OFFICIAL INSPECTION OF YOUR ELEVATOR HAS REVEALED THAT YOU ARE IN VIOLATION OF THE HEREIN SPECIFIED PROVISIONS OF ACT 227, PA 1987 (BEING CL '48, § 408.801 ET SEQ.; MSA 1987 CUM SUPP § 17.495 (1) ET SEQ.), AND/OR OF THE HEREIN SPECIFIED RULES OF THE ELEVATOR SAFETY BOARD PROMULGATED PURSUANT TO SAID ACT 227. YOU ARE, THEREFORE, ORDERED TO TAKE THE CORRECTIVE ACTION(S) INDICATED. FAILURE TO TAKE THE INDICATED CORRECTIVE ACTION(S) ON OR BEFORE 08-24-98, COULD SUBJECT YOU TO THE PENALTIES PROVIDED BY SECTION 21 OF SAID ACT 227.

TYPE	BUILDING	REQUIRED CORRECTIVE ACTION(S)
Pass	2000#	
ITEM	SECTION OR RULE VIOLATED	
	1002.3	A 5-YEAR RATED LOAD SAFETY TEST SHALL BE PERFORMED AND PROPER TAG ATTACHED. THE RESULT OF THIS TEST SHALL BE SUBMITTED TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES ON FORM BCC-277.
	1002.2	A 1-YEAR NO LOAD SAFETY TEST SHALL BE PERFORMED AND PROPER TAG ATTACHED. THE RESULT OF THIS TEST SHALL BE SUBMITTED TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES ON FORM BCC-277.
	R408.8639	A 3-YEAR 2-HOUR RATED LOAD RELIEF VALVE TEST SHALL BE PERFORMED AND PROPER TAG ATTACHED. THE RESULT OF THIS TEST SHALL BE SUBMITTED TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES ON FORM BCC-277.

1	M219	Clean pit - Done 7-27-98
2	1206	Clean car top & car door w/ related equipment Done 7-27-98
3	1206	Determine source of noise when car is in motion (see reqs.)
4	M228	Replace as needed order car rolled guides 7-27-98 - Done 8-8-98
		Replace floor covering in car with proper material

IMPORTANT

REMARKS	INSPECTOR'S SIGNATURE
A FEE WILL BE CHARGED FOR EACH FOLLOW-UP INSPECTION CAUSED BY NON-COMPLIANCE OF CORRECTION ORDER BY DUE DATE.	W. J. Fordina

LICENSED ELEVATOR JOURNEYPERSON PERFORMING WORK	PERMANENT ID NUMBER
Robert Wainiga	06302

NAME OF FIRM	SIGNATURE OF CERTIFIER	TITLE
CROSSROADS CHARTER ACADEMY	Robert Wainiga	Principal

COMPLETE AND RETURN THIS FORM TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES AS SOON AS FULL COMPLIANCE IS EFFECTED.

LICENSE NO.

54-000054

Fixed

ISSUED BY THE MICHIGAN DEPARTMENT OF
AGRICULTURE TO OPERATE UNDER THE
PROVISIONS OF PART 129 ACT 368,
PUBLIC ACTS OF 1978 AT:

215 NORTH STATE ST BIG RAPIDS

IS GRANTED TO:

CROSSROADS CHARTER ACADEMY

+

CROSSROADS CHARTER ACADEMY

215 NORTH STATE ST

BIG RAPIDS, MI 49307

+

DIRECT INQUIRIES TO: NECOSTA HEALTH DEPT -NEC

+

3554

STATE OF MICHIGAN



EXPIRES April 30, 1999

THIS LICENSE IS NOT TRANSFERABLE
AS TO PERSON OR PLACE. NOTIFY
THE LOCAL HEALTH DEPARTMENT
PRIOR TO CHANGE OF OWNERSHIP.

[SECTION 12904(6)]

RESTRICTIONS OR CONDITIONS:

FAILURE TO POST IN A CONSPICUOUS PLACE IS A MISDEMEANOR SECTION [12904(5)]



Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Office of Fire Safety
Tony Sanfilippo, Director
7150 Harris Drive
P.O. Box 30700
Lansing, MI 48909-8200
517-322-1123

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If there are any further questions or concerns, feel free to contact me at this office.

Pc: Bert Lardie, OFS
Michael Pachulski, OFS - Grand Rapids field office

FAX
616-592-2127

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

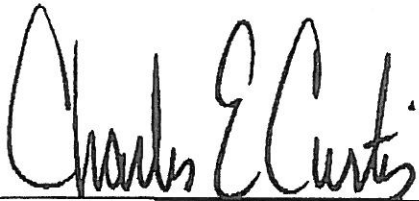
**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division**

**P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B035674
Crossroads Charter Academy High School
215 W Spruce Street
Big Rapids, Michigan
Mecosta County**

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 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**

March 28, 2014