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**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2021**

**ISSUED BY**

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

**TO**

**BLACK RIVER PUBLIC SCHOOL  
(A SCHOOL OF EXCELLENCE)**

**CONFIRMING THE STATUS OF  
BLACK RIVER PUBLIC SCHOOL**

**AS A**

**SCHOOL OF EXCELLENCE**

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## Contract to Charter A School Of Excellence

Pursuant to Part 6e of the Revised School Code (“Code”), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) authorizes Black River Public School (the “Academy”) to operate a School of Excellence, as defined below. 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 Schools of Excellence- including all rules, regulations, and orders promulgated thereunder.
- d) **Applicant** means the person or entity that submitted the School of Excellence application to the University for the establishment of the Academy.
- e) **Application** means the School of Excellence application and other documentation submitted to the University for the establishment of a School of Excellence.
- f) **Authorizing Resolution** means the resolution(s) adopted by the University Board that, among other things, approves the issuing of a Contract to the Academy to operate a School of Excellence.
- 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 definition set forth in the Code, the Terms and Conditions and the Schedules.
- l) **Cyber School** means a cyber school as defined in Part 6e of the Code.
- m) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 553c of the Code, MCL 380.553c, 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.
- n) **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.
- o) **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.
- p) **Management Agreement or ESP Agreement** means an agreement as defined under section 553c of the Code, MCL 380.553c, that has been entered into between an ESP and the Academy Board for the 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.

- q) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Board may amend the MCRR each fiscal year or at such 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.
- r) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of Academy Board members, qualification of Board Academy members and other pertinent provisions related to the Academy Board.
- s) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- t) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- u) **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.
- v) **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.
- w) **Superintendent** means the Michigan Superintendent of Public Instruction.
- x) **Terms and Conditions** means this document.
- y) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.841 *et seq.*
- z) **University Board** means the Grand Valley State University Board of Trustees.
- aa) **University Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the University President.
- bb) **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 School of Excellence applicants and Schools of Excellence 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.

- cc) **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.
- dd) **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 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 Restated 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 552.

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. 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 and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) 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.
- b) 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.
- c) 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.

- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

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 the 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 to issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, 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 Restated 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 Revised 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, 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 of 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 year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate a Kindergarten through Twelfth grade (K-12) School of Excellence. In addition to grade levels currently operated, the Academy shall work toward operating all of grades 9 to 12 within six (6) years after issuance of this Contract, unless the Academy has entered into a matriculation agreement with another public school that provides grades 9 to 12. The Academy may add additional 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 the Schedules. For purposes of this Contract, the Academy shall be in violation of the site requirements set forth in this Contract if the Academy operates at a site or sites without first obtaining the written authorization of the University Board. 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 copy of the agreement to the University Charter Schools Office for review and a final copy for 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 6E OF THE CODE AND OTHER LAWS**

Section 8.1. Compliance with Part 6e of the Code. The Academy shall comply with Part 6e and other parts of the Code that apply to Schools of Excellence. With the exception of Part 6a of the Code, the Academy shall comply with other provisions of the Code applicable to public school academies.

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. 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. 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. 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 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 Schools of Excellence. 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 Schools of Excellence. 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 Restated 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 Restated Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division. 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 Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated 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 Revised Bylaws, and any subsequent or proposed changes to the Academy’s Revised Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board’s Revised Bylaws that violates or conflicts with Applicable Law or this Contract, that provision of the Academy Board’s Revised 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 Academy 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 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 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 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 fails to work toward operating all of grades 9 to 12 within 6 years after issuance of this Contract, and has not entered into a matriculation agreement with another public school that provides grades 9 to 12;
- h) 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
- i) 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 560 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 561 of the Code, MCL 380.561, 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 561 of the Code, MCL 380.561 (“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 SCHOOLS OF EXCELLENCE

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

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

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

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

- a) Property insurance covering all of the Academy’s Real and Personal property, whether owned or leased;
- b) Commercial General Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form) Coverage must include Sexual Abuse and Molestation and Corporal Punishment coverage. Policies may be written on either an occurrence or claims made basis. If the coverage is claims made, the retroactive date must be the same or before the date of the original contract, and in the event that the Academy goes out of business, the Academy must purchase the longest-available tail coverage;
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) Combined Single Limit covering Hired and Non-Owned Autos, as well as Owned Autos if applicable;
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum limit of one million dollars (\$1,000,000) for each coverage part;
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty and third party coverage insuring cash, securities, and property, with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).



- h) Umbrella with a minimum \$4,000,000 limit each occurrence and aggregate. Alternatively, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 per occurrence limit.

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

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

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

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

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education’s Michigan School Accounting Manual. In

addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
  - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
  - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
  - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.

- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

Section 11.8. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby agree and covenant 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 561 of the Code, MCL 380.561; or (ii) pursuant to a reconstitution by the University pursuant to Section 561 of the Code, MCL 380.561 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease

payments owned prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

Section 11.11. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. Initiative. 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 School of Excellence 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 561 of the Code, MCL 380.561; or (ii) to undergo a reconstitution pursuant to

Section 561 of the Code, MCL 380.561, 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 553c. 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 553c of the Code, MCL 380.553c, 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. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy board, subject to Section 11.28, 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 11.26. Disclosure of Information to Parents and Legal Guardians, Subject to Section 11.28.

- 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 with which the Academy 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 11.27. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

- a) Subject to Section 11.28, 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 the student, if 18 years of age, or 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, if 18 years of age, or 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 11.28. 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 11.29. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office, and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

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

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

Section 11.32. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

## ARTICLE XII

### GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy:

Black River Public School  
Attn: Board President  
491 Columbia Avenue  
Holland, MI 49423

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 6e of the Code or actions taken by the University Board as an authorizing body under Part 6e 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, 2021, and shall remain in full force and effect for seven (7) years until June 30, 2028, 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 and in accordance with Part 6e of the Code.

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 authorize this issuance of a Contract to the Academy to operate a School of Excellence on the dates 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 this Contract.

BLACK RIVER PUBLIC SCHOOL

By:   
\_\_\_\_\_  
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**





CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 30, 2021:

Reauthorization of 6e Charter Contract – Black River Public School, Holland  
(7 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 26, 1996, initially authorized the issuance of a contract to charter Black River Public School (the “Academy”); and authorized the reissuance of a contract to charter the Academy at its meeting on June 18, 2000; and

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 11, 2011, authorized the conversion of the Academy from a 6a public school academy to a 6e School of Excellence; 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 seven (7) year term beginning July 1, 2021, and ending June 30, 2028;

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 6<sup>th</sup> day of May 2021.

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



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

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

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

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

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

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

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

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

\* See attached page for board member names and terms

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

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

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

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



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

# Black River Public Schools

## Current Board Members:

- Kimberley Mitchell. Term expires June 30, 2021
- Maria Carrizales-Alonzo. Term expires June 30, 2020
- Thomas Pietri. Term expires June 30, 2021
- Michael Camarota. Term expires June 30, 2019
- David Kibler. Term expires June 30, 2019
- Brian Porter. Term expires June 30, 2020
- Craig Davis. Term expires June 30, 2020
- Ruth Crouch. Term expires June 30, 2020

## Founding Board Members:

- John Donnelly
- Mitchell Padnos
- Patricia Rehfield
- Kathryn Vander Broek
- Dr. James VanPutten
-



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 11, 2011:

Black River Public School Contract Conversion Authorizing Resolution

The following resolution is proposed:

WHEREAS, the Michigan Legislature has provided for the establishment of a School of Excellence ("School of Excellence") as part of the Michigan public school system by enacting Act Nos. 201 through 205 of the Public Acts of 2009; and

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

WHEREAS, the Michigan Legislature has mandated that a School of Excellence contract be issued on a competitive basis taking into consideration the resources available for the proposed School of Excellence, the population to be served by the proposed School of Excellence, the educational goals to be achieved by the proposed School of Excellence, and the applicant's track record, if any, in operating public school academies or other public schools; and

WHEREAS, the University Board, having received requests for converting a Public School Academy to a School of Excellence, and having examined the ability of the proposed performance standards, proposed academic program, financial viability of the applicant, and the ability of the proposed School of Excellence board of directors to meet the contract goals and objectives;

WHEREAS, the Board of Directors of Black River Public Schools ("Academy") passed a resolution requesting that Grand Valley State University terminate its existing charter contract prior to the expiration date to allow for conversion from their 6A charter contract to 6E charter contract; and





agreed upon and the Academy is able to comply with all terms and conditions of the contract.

**Black River Public School Contract Conversion Method of Selection Resolution**

The following resolution is proposed:

**BLACK RIVER PUBLIC SCHOOL SCHOOL BOARD OF DIRECTORS: METHOD OF SELECTION AND APPOINTMENT**

WHEREAS, the Board of Trustees of Grand Valley State University ("University Board") is interested in issuing a contract to a School of Excellence ("School of Excellence") resulting from the passage of Public Acts 201 through 205 of 2009; and

WHEREAS, MCL 380.553(4) of the Revised School Code ("Code") provides that an authorizing body shall "adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors of each School of Excellence subject to its jurisdiction," and

WHEREAS, the University Board has determined that each contract issued by the University Board shall contain the following method of selection and appointment process until otherwise amended by the University Board;

NOW, THEREFORE, BE IT RESOLVED:

The following method of selection and appointment process for a School of Excellence Board Member applies to a School of Excellence authorized by the University Board:

1. **Method of Selection and Appointment of a School of Excellence Board Member:**
  - a. **Initial School of Excellence Board Member Nominations and Appointments:** As part of the School of Excellence application, the applicant shall propose to the University Charter Schools Office Director ("CSO Director"), the names of proposed individuals to serve on the initial board of directors of the proposed School of Excellence Academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the School of Excellence applicant ("Applicant"). To be considered for appointment, the nominees must have completed the required

WHEREAS, Section 10.5 of the charter contract between the University Board and the Academies allow the University Board to waive the requirement of the Academies to provide at least a ten (10) month notice of intent to terminate the charter contract;

NOW, THEREFORE, BE IT RESOLVED:

**AUTHORIZING RESOLUTION FOR BLACK RIVER PUBLIC SCHOOL, A SCHOOL OF EXCELLENCE:**

1. The University Board accepts the request of the Board of Directors of Black River Public School to terminate its 6a charter contract so that each Academy can convert to a School of Excellence under 6e of the Michigan Revised School Code.
2. The University Board waives the ten (10) month notice of intent to terminate and agrees to terminate the charter contract with an effective date to be determined by the University Charter Schools Office and authorizes the Charter Schools Office Director to take the actions necessary to conclude contractual responsibilities and obligations.
3. That the request for Black River Public School submitted under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), meet the University Board's requirements and the requirements of applicable law and is therefore approved;
4. Pursuant to the Method of Selection Resolution adopted by the University Board, the following number (#) persons are appointed as the initial board of directors for the Academies for the Schools of Excellence:

Timothy DuMez	1 year term expiring June 30, 2011
Barbara S. Ellis	1 year term expiring June 30, 2011
Thomas F. Guarr	1 year term expiring June 30, 2011
Gregory T. Christie	2 year term expiring June 30, 2013
Jane Clark	2 year term expiring June 30, 2013
Mary M. Mims	2 year term expiring June 30, 2013
Brian E. Porter	3 year term expiring June 30, 2014
Ruth Crouch	3 year term expiring June 30, 2014
Stephanie J. Elhart	3 year term expiring June 30, 2014

The University Board approves and authorizes the issuance of School of Excellence contracts to the Academies and authorizes the University President or designee to execute contracts to charter Schools of Excellence and related documents issued by the University Board to each Academy, provided that, before execution of the contract, the University President or his designee affirms that all terms of the contract have been

board member candidate application materials, including at least (i) the School of Excellence Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.

- b. Subsequent School of Excellence Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO 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 CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
  - c. Exigent Appointments: When the CSO Director determines an “exigent condition” exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board 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 University Board 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 University Charter Schools Office including, but not limited to, a School of Excellence Board Member Questionnaire and a release for criminal records and 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 the University or be a member of the University Board.

3. Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, 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 University Board 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 University Board determines that an Academy Board member's service in office is no longer required, then the University Board 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 also be removed from office by a two-thirds (2/3) vote of the Academy Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the CSO Director. The resignation is effective upon receipt by the CSO 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 CSO Director shall confirm a resignation in writing. The resignation shall be effective upon the date the CSO 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 CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of Academy Board member positions shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

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 18 day of March, 2011.



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



**GRAND VALLEY  
STATE UNIVERSITY**

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

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

01-4-12        (12)    Charter Schools Report

Black River Public School

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

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


**NOW, THEREFORE, BE IT RESOLVED:**

1. The initial Board of Directors of Black River Public School 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 July 17, 2001.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of Black River Public School.
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 Black River Public School, as set forth below, has requested the reissuance of a contract to charter as a public school academy with either a fixed seven (7) year term limit or a one (1) year term limit that renews automatically:

James C. Hook, Jr. 3 year term expires June 2002  
Robin J. Klay 3 year term expires June 2003  
Jean T. Martin 3 year term expires June 2004  
Mary M. Mims 3 year term expires June 2003  
Mitchell W. Padnos 3 year term expires June 2003  
Neal W. Sobania 3 year term expires October 2001  
James D. van Putten 3 year term expires June 2002  
Barbara A. Zeller 3 year term expires December 2002

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

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

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



1 CAMPUS DRIVE • ALLENDALE MICHIGAN 49401-9403 • 616/895-6611

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF CONTROL OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 26, 1996:

96-2-28 (28) Charter Schools

(1) Black River Public School

On motion by Mr. Pew and second by Mrs. Brooks, the following resolution was adopted unanimously:

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

AND WHEREAS, according to this legislation, the Grand Valley State University Board of Control, the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies;

AND WHEREAS, Act No. 362 of the Public Acts of 1993 has been ruled unconstitutional by a Michigan Circuit Court and the Michigan Court of Appeals and it is expected that leave to appeal will be requested of the Michigan Supreme Court;

AND WHEREAS, the Michigan Legislature enacted Act No. 416 of the Public Acts of 1994 as temporary legislation to improve the public elementary and secondary schools of this state by authorizing the establishment of public school academies as part of the state's public school system;

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



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

AND WHEREAS, the Michigan Legislature has mandated that public school academies organized under Act No. 416 of the Public Acts of 1994 achieve certain specific educational purposes;

AND WHEREAS, the Grand Valley State University Board of Control has requested applications for organizing public school academies and has reviewed the applications according to the provisions set forth by the Michigan Legislature.

THEREFORE, LET IT BE RESOLVED that the Grand Valley State University Board of Control ("University Board") declares that:

1. The Black River Public School application submitted under Section 512 of 1994 PA 416 meets the University Board's requirements and the requirements of applicable law and is therefore approved.
2. The University Board approves the application and its support documents, including the articles of incorporation, as presented at this meeting.
3. The University Board has established the method of selection, length of term and number of members of the board of directors of Black River Public School and hereby adopts the following:

(a) Method of Selection. The members of the Board of Directors of Black River Public School shall be selected by the following method:

The initial Board of Directors of Black River Public School shall be the individuals named in this resolution approved by the University Board. Subsequently, the Board of Directors of Black River Public School shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board; provided, the Board of Directors submits the list of nominees to the University President or designee at least twenty (20) days before the University Board's next regular meeting. When the nominations are forwarded to the University Board, they shall be accompanied by each nominee's resume and each

nominee shall be available for interview by the University's President or designee.

(b) Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the first members of the Board of Directors, 1/3 shall serve a term of three years, 1/3 shall serve a term of two years and the remainder shall serve a term of one year.

(c) Number of Directors. The initial number of members of the Board of Directors of Black River Public School shall be five (5). The number of directors shall never be fewer than five (5) or more than nine (9), as determined from time to time by the University Board.

(d) Qualifications of Members. The members of the Board of Directors of Black River Public School must include (i) parent or guardian of a child attending the school; and (ii) one professional educator. The members of the Board of Directors of Black River Public School shall not include (i) employees of Black River Public School; (ii) Grand Valley State University officials or employees, as representatives of Grand Valley State University; and (iii) members appointed or controlled by another profit or nonprofit corporation.

(e) Oath. All members of the Board of Directors of Black River Public School must file an acceptable of office with the University. All members of the Board of Directors of Black River Public School shall take oath of office.

(f) Removal of Members. Any member of the Board of Directors may be removed with cause by a two-thirds (2/3) vote of the University Board.

(g) Initial Members of the Board of Directors. The University Board appoints the following persons to serve as the initial members of the Board of Directors of Black River Public School:

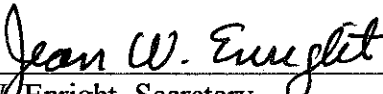
1. Mr. John F. Donnelly (3 year term)  
977 South Shore Drive  
Holland, MI 49423
2. Mr. Mitchell W. Padnos (2 year term)  
662 Park Avenue  
Holland, MI 49423

3. Dr. Patricia L. Rehfield (2 year term)  
1805-72nd Avenue  
Zeeland, MI 49464
  
4. Ms. Kathryn Vander Broek (1 year term)  
3335 N. Lakeshore Drive  
Holland, MI 49424
  
5. Dr. James D. van Putten\* (3 year term)  
4031 Lake Ridge Drive  
Holland, MI 49424

\*Denotes an educator

4. The University Board approves the issuing of a contract to charter a public school academy to Black River Public School and authorizes Judith S. Hooker, Chair of the Board of Control, to execute a contract to charter a public school academy and related documents between Black River Public School, (a public school academy), and Grand Valley State University Board of Control (authorizing body) on or after April 26, 1996, provided that, before execution of the Contract, the President or designee affirms that all terms of the Contract have been agreed upon and Black River Public School is able to comply with all the terms and conditions of the Contract. Black River Public School shall be organized as a Michigan nonprofit corporation under Sections 502 and 512a(2) of the School Code.

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 8th day of May 1996.

  
\_\_\_\_\_  
Jean W. Enright, Secretary

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

JAN 31 2020  
2:00pm

**RESTATED ARTICLES OF INCORPORATION**  
For use by Domestic Nonprofit Corporations

6000  
CK 1509

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

1. The present name of the corporation is Black River Public School.
2. The identification number assigned by the Bureau is 800824333
3. There are no other former names of the corporation.
4. The date of filing of the original Articles of Incorporation was April 29, 1996.

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

**FILED**

**ARTICLE I**

JAN 31 2020

The name of the corporation is: BLACK RIVER PUBLIC SCHOOL

ADMINISTRATOR  
CORPORATIONS DIVISION

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

**ARTICLE II**

The purposes for which the corporation is organized are:

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

**ARTICLE III**

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property Assets, which is composed of buildings and land are: (if none, insert "none")  
  
Real Property: \$12,649,595
- b. The description and value of its cash personal property assets, which is composed of equipment and computers are: (if none, insert "none")

Personal Property: \$125,725

- 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:  
Shannon Brunink
- 2. The address of the registered office is:  
491 Columbia Avenue, Holland, MI 49423  
(Street Address) (City) (ZIP Code)
- 3. The mailing address of the registered office, if different than above:  
\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address) (City) (ZIP Code)

**ARTICLE V**

The corporation is a governmental entity.

**ARTICLE VI**

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

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

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

completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A

person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

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

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

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

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



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

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

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

## ARTICLE VII

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

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

## ARTICLE VIII

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

## ARTICLE IX

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

## ARTICLE X

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

## ARTICLE XI

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

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

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

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

## ARTICLE XII

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

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;

- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

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

### ARTICLE XIII

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

### ARTICLE XIV

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

These Restated Articles of Incorporation were duly adopted by the directors on the 21<sup>st</sup> day of October, 2019, in accordance with the provisions of section 641 of the Act (MCL 450.2641). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 17<sup>th</sup> day of December, 2019

By   
Mary Mijns – Board Secretary

**SCHEDULE 3**

**BYLAWS**

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**BYLAWS  
OF  
BLACK RIVER PUBLIC SCHOOL**

**ARTICLE I  
NAME**

This organization shall be called Black River Public School (The “Academy” or the “corporation”).

**ARTICLE II  
FORM OF ACADEMY**

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

**ARTICLE III  
OFFICES**

Section 1. 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 491 Columbia Avenue, Holland, MI 49423. The registered agent is Shannon Brunink. 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 21st day of October, 2019.

  
Board Secretary

ACT 126



**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## 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 Black River Public School ("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.

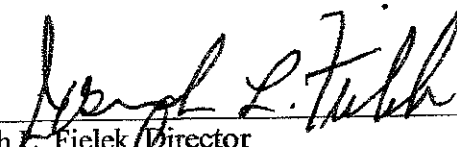
The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any 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: \_\_\_\_\_

  
Joseph E. Fielek, Director  
Bureau of Bond Finance  
Michigan Department of Treasury

Date: March 18, 2011

LAN01M48342.1  
ID/LCW

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2021 – June 30, 2022**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 11	Board Adopted 2021-2022 School Calendar/School Day Schedule.	CSO
July 11	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2021-2022.	CSO
July 11	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2021-2022.	CSO
July 11	Copy of Notice of Public Hearing for Annual Operating Budget for 2021-2022.	CSO
July 11	Budgeted Enrollment Number for 2021-2022.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2020-2021 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2021-2022. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2021-2022.	CSO
August 3	Board Designated Legal Counsel for 2021-2022.	CSO
August 3	School Safety Liaison for 2021-2022.	CSO
August 15	Special Education Procedures; Section 504 Data Report. Use GVSU Templates located within the task in Epicenter. *Cohort only	CSO
August 15	Special Education Data Report	CSO
August 29	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	GVSU Check Directions (Where do we send checks for the 2021-2022 year?).	CSO
September 6	Updated Waitlist Number for 2021-2022.	CSO
September 6	Board approved Student Handbook 2021-2022.	CSO
September 6	Board approved Employee Handbook 2021-2022.	CSO
September 6	Copy of School Improvement Plan covering 2021-2022 academic year.	CSO
September 6	School Contacts Update Certification.	CSO
September 15	Hylant Insurance Policy Submission.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2021.	CSO
October 3	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information- <b>new schools only</b> ).	CSO
October 11	Unaudited Count Day Submission.	CSO
October 11	Criminal History Record Registration- New Schools.	CSO
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2021 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and	CSO



DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	
October 30	Audited Financial Statements for fiscal year ending June 30, 2021. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 30	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2021, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 30	Annual A-133 Single Audit for year ending June 30, 2021, 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
October 30	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Special Education Population Data request sheet.	CSO
December 31	Transparency Page Update Certification.	CSO
January 13	Staff Roster (GVSU Format).	CSO
January 13	School Contacts Update Certification.	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check <a href="http://mischool.net">mischool.net</a> for the updated templates, or find them in the Epicenter Task.	CSO
February 12	Unaudited Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 27	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 17	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2022-2023. Must include board approved offered seat schedule.	CSO
June 1	Certificate of Boiler Inspection covering years 2022-2023.	CSO
June 14	Waitlist for 2022-2023.	CSO
June 14	Board Adopted 2022-2023 School Calendar/School Day Schedule.	CSO
June 14	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2022-2023.	CSO
June 14	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2022-2023.	CSO
June 14	Copy of Notice of Public Hearing for Annual Operating Budget for 2022-2023.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 14	Budgeted Enrollment Number for 2022-2023.	CSO
June 28	2021-2022 Log of emergency drills, including date, time and results. See Epicenter Task for template.	CSO
June 28	Board adopted Letter of Engagement for year ending June 30, 2022, independent financial audit.	CSO
June 28	Food service license expiring in 2023.	CSO
June 28	Special Education Population Data request sheet.	CSO

### **Ongoing Reporting Requirements July 1, 2021 – June 30, 2022**

*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
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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
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, 2021 – June 30, 2022**

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

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval or revision). <b>Harassment of Students Policy</b> (date of approval or revision) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval or revision). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO

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

**Calendar of Additional Reporting Requirements and Critical Dates  
July 1, 2021 – June 30, 2022**

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

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

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

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

**SCHEDULE 6**

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

## SCHEDULE 6

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

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

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



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

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

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

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

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

## **CLIENT SERVICES AGREEMENT**

This AGREEMENT is signed this 17<sup>th</sup> day of May 2021 and is effective July 1, 2021 by and between Black River Public School, (hereinafter "BLACK RIVER") whose address is 491 Columbia Avenue, Holland, MI 49423, and BLACK PEARL EDUCATIONAL SERVICES, LLC a Michigan limited liability company located at 2464 Byron Station Drive SW, Byron Center, MI 49315 (hereinafter "BPES").

### **RECITALS**

A. BLACK RIVER is a public school academy organized to provide public school instruction as a charter school located at 491 Columbia Avenue, Holland, MI 49423, pursuant to a contract ("Charter Contract") issued by the Grand Valley State University Board of Trustees ("GVSU"). Black River is authorized to carry out the educational program set forth in the Charter Contract. BLACK RIVER is authorized by law to contract with a private entity to provide employee administration and management services.

B. BLACK RIVER operates a public school academy under the direction of the BLACK RIVER Board of Directors ("Board").

C. BPES is a Michigan Limited Liability Company with its offices at 2464 Byron Station Drive SW, Byron Center, MI 49315.

D. BPES is an employee management company and offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.

E. BLACK RIVER desires to engage BPES to perform certain services upon the terms and conditions set forth in this Agreement ("Agreement") and pursuant to its authority, BLACK RIVER hereby contracts with BPES, to the extent permitted by law, specified functions relating to the administration and management services.

F. BLACK RIVER designates the employees of BPES assigned to BLACK RIVER as agents of Black River having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

THEREFORE, the parties agree as follows:

1. Services Provided by BPES. BPES shall provide contract personnel services as outlined in this Agreement.

a) Selection of Employees. All work force positions of BLACK RIVER shall be covered under this Agreement ("Covered Employees") except for substitute teachers that may be provided from an alternative employment entity. BPES shall employ and assign to BLACK RIVER as Covered Employees all such qualified and certified classroom teachers, instructors, administrators, and support staff as may be requested and designated by Black River as necessary to accomplish the educational mission of BLACK RIVER in accordance with the Board approved Budget. Black River's most recently Board approved Budget will be forwarded to BPES. Head of School shall be considered a Covered Employee in accordance with this Agreement, but the Board reserves the right to directly employ the Head of School with 30 days written notice to BPES. In the event the Board is considering direct employment of the Head of School, the parties agree that they will meet to discuss changes to the Agreement consistent with that determination. Anytime more specific provisions address the Head of School, those provisions shall be considered to be in addition to the requirements for Covered Employees in general. BPES shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by BPES with input from BLACK RIVER and in accordance with its' Budget, and implemented by BPES. The terms and conditions of such employment shall be set forth in an employment agreement between BPES and each employee or other written document as determined by BPES with input from BLACK RIVER. Information regarding all costs, including the employment costs, annual salary and benefit costs of Covered Employees by individual and category totals (e.g. wages, fringe benefit costs by benefit, etc), will be provided to the Board by BPES upon request.

c) Health Care Insurance. BPES shall provide all eligible Covered Employees assigned to BLACK RIVER who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, BPES shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents in accordance with the law, subject to the continuation of this Agreement. If this Agreement terminates, all of BPES's responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

d) Retirement Plan. BPES shall make available to BLACK RIVER a an acceptable retirement plan pursuant to IRC Section 401(k) for all eligible Covered Employees.

e) Payroll Taxes. BPES shall report and pay all applicable federal, state and local employee and employer payroll taxes from BPES's own accounts from the funds provided by Black River. BPES will act as the W-2 employer for record keeping purposes.

f) Payroll Records. BPES shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by BPES with input from BLACK RIVER consistent with the most recent Board approved Budget.

h) Worker's Compensation Insurance. BPES shall maintain statutory and Charter Contract required Worker's Compensation insurance during the term of this Agreement on all Covered Employees under this Agreement. Upon written request, BPES shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

i) At-Will Employment Relationship. BPES retains the right to not hire any candidate for employment and to terminate with or without cause any employee. BPES shall provide written notice to the Black River Board President of said terminations.

j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, BPES shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. BPES shall make good faith reasonable efforts to act in the best interest of BLACK RIVER with regard to its policy and procedure in exercising control over Covered Employees. BLACK RIVER agrees to cooperate and assist BPES in the implementation and supervision of all such policies and procedures.

k) Hiring, Evaluating, Supervising, Disciplining and Firing. BPES, through the Head of School, shall have the ultimate authority and control over hiring Covered Employees and/or elimination of positions due to budgetary constraints consistent with the BLACK RIVER approved Budget. BPES shall hire, employ, and evaluate Head of School of BLACK RIVER in consultation with the Board. BPES shall consult with and work through the Head of School assigned to BLACK RIVER concerning any hiring, evaluating, supervising, disciplining, and firing of Covered Employees before formal action is taken. BLACK RIVER may recommend termination

of the assignment of a Covered Employee to BPES, it being understood that BPES retains full control over all personnel decisions involving Covered Employees and has the ultimate authority to resolve and address employee issues and/or concerns.

l) On-site Supervision. BPES shall be responsible for on-site Covered Employee supervision directly and through the Head of School assigned to BLACK RIVER. The Head of School will serve as BPES's liaison to the Board on employment matters. The Head of School will administer the overall operation of BLACK RIVER, report to the Board on all other operational matters, and keep the Board informed of employment related matters. The Head of School shall be the on-site consultant for BPES and shall assist BPES with its administrative and personnel responsibilities on BLACK RIVER's premises. As to all administrative and personnel matters, the Head of School shall coordinate with and report to designated BPES managers and officers at BPES's home office. BPES, after consulting with the Head of School, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. BPES shall make certain that all appropriate guidelines concerning BPES's oversight of Covered Employees are followed by the Head of School.

2. BPES Requirements.

a) Compliance with Applicable Criteria. BPES has responsibility for certain services under Paragraph 1 and assumes sole responsibility that those services set forth in Paragraph 1 provided by BPES are provided in compliance with and conform to:

(i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act;

(ii) all pertinent policies of those accrediting agencies from which BLACK RIVER has secured or is seeking accreditation, including but not limited to GVSU and the Michigan Department of Education; and

(iii) all other applicable written policies of BLACK RIVER as communicated to BPES through the Head of School, the Board President or Board minutes. Within twenty-four hours of receipt, BPES shall promptly provide to BLACK RIVER all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against BLACK RIVER or BPES, that otherwise threaten the suspension, revocation, or any other action

adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate BLACK RIVER.

b) Employment Laws. BPES shall comply with all applicable federal, state and local employment laws. BPES shall comply with the Fair Labor Standards Act and keep overtime limited to BLACK RIVER'S budgetary constraints.

c) Records. BPES shall maintain accurate time records and verify the accuracy of all wage hour information provided to BPES at the end of each pay period. BPES shall verify the accuracy of all wage and salary reports which BPES shall supply to BLACK RIVER at the end of each pay period. BLACK RIVER shall not pay any wages, salaries or other compensation, including employee benefits, directly to Covered Employees subject to Section 1a above.

d) Compliance with Section 553c. On an annual basis, BPES agrees to 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 of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. BPES, BLACK RIVER and the Board shall disclose and make available all necessary information in compliance with MCL 380.553(5)(m) as delineated in Schedule 6 of the Charter Contract. With thirty (30) days of receipt of this information, the Board shall make the information available on BLACK RIVER'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.

e) Applicant/Employee Background Checks. BPES, its designated subcontractor or other legally approved and/or required entity shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), of all Covered Employees\_if permitted by statute or administrative regulation. The results of the screening and investigation will be reported to BPES and BLACK RIVER, or as permitted by statute, BPES, or the entity legally permitted to receive results, will notify the Board President or his/her designee should there be any action proposed or necessitated by the Board according to applicable statute, or if there is a conviction that could result in an issue, including a public relations issue, within the BLACK RIVER community. All costs or fees incurred by BPES in connection with the screening and investigation shall be billed to and paid by BLACK RIVER. The results of the screening and investigation of pre-employment records must be made available for review by the GVSU Charter Schools Office. It is understood that BPES, and/or Black River, may

choose to assign the applicant and employee background checks to a Covered Employee, or alternative entity, as permitted by statute or administrative regulation.

f) Compliance with Section 11.23 of Contract Terms and Conditions.

BPES 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.

3. BLACK RIVER Requirements. BLACK RIVER shall provide the following:

a) Personnel Requirements. BLACK RIVER, through the Head of School, shall advise BPES of the teachers, instructors, and administrators that are necessary to accomplish BLACK RIVER's mission, in accordance with its' Budget.

b) Insurance. BLACK RIVER shall maintain casualty and premises liability insurance on all school buildings and premises, and shall maintain professional liability insurance pertaining to the staff that could result in a claim against BLACK RIVER and name BPES as an additional insured. Black River shall provide BPES with a copy of the certificate of insurance and at least thirty (30) days prior written notice of cancellation of or change in the policy, if feasible.

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

d) Employee Benefits. BLACK RIVER shall provide to BPES a written statement with regard to all policies concerning employee benefits, if any. These policies shall comply with all federal, state and local governmental laws and regulations.

e) Safety Requirements. BLACK RIVER and BPES shall comply with all safety, health and work laws, regulations and rules relating to Covered Employees and the operation of the premises at BLACK RIVER's expense. BLACK RIVER and BPES shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported immediately to BPES by the Head of School. BLACK RIVER shall cooperate with BPES's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect BLACK RIVER's property.

f) Confidential Information. BLACK RIVER shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling confidential information, money or other valuables. BPES may require bonding of such individuals. BLACK RIVER shall give BPES written notice of the individuals who have

said responsibility. It shall be the sole responsibility of BLACK RIVER to protect such valuables.

g) Discipline, Layoff, or Termination of Employees. BLACK RIVER agrees to comply with all BPES personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. BLACK RIVER further agrees to immediately notify BPES of any material change in the current business operations of BLACK RIVER.

h) Personnel Issues. In the event BLACK RIVER becomes dissatisfied with the performance of any Covered Employee(s), BLACK RIVER, through the Head of School, shall notify BPES, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

#### 4. Term of Agreement.

a) This Agreement shall commence on July 1, 2021 and continue for a period of thirty-six months, through June 30, 2024. Either party may cancel this Agreement, with or without cause, at any time with 60 calendar days prior written notice. The parties acknowledge that as part of any contract reauthorization with GVSU, GVSU may require BLACK RIVER and BPES to submit an entirely new Agreement for review by GVSU. The parties have the option of a renewal of this Agreement; said renewal shall be set forth in writing. and executed, by the parties.

b) Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 [561 if SOE] of the Code, MCL 380.507 [.561 if SOE]; or (ii) to undergo a reconstitution pursuant to Section 507 [561 if SOE] of the Code, MCL 380.507 [561 if SOE], 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.

5. Fees. BLACK RIVER shall pay BPES the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to BLACK RIVER consistent with the service-fee rate schedule attached (the Service Fee). If a new Service Fee is agreed to, that schedule shall be attached and incorporated herein. The Service Fee is calculated without regard to individual



limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc.) The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates.

b) Payroll Costs. Payroll costs will be charged to BLACK RIVER, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement. All benefits provided per 1.) c. and 1) d. will be billed to BLACK RIVER on a pay period basis. BPES will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of the effective date of the increase, however, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. BLACK RIVER, at its election, may respond to the written notice of cost increase by issuing notice to cancel this Agreement effective 60 days after the notice date of the cost increase.

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

7. Payment of Costs, Fees and Expenses. BPES shall debit BLACK RIVER's account through an Automatic Clearing House Transfer (ACHT) withdrawal no earlier than 72 hours, (96 hours if there is a bank holiday during the pay period) and no later than 48 hours prior to each payroll date, from the designated BLACK RIVER account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing and authorization from the Black River designee. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified and paid. If there is a disputed amount, whether ratified by the Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any errors in

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

8. M.U.S.I.C. Insurance Requirements: BLACK RIVER shall maintain insurance coverage in compliance with the required M.U.S.I.C. insurance coverage requirements for a Public School Academy, and in accordance with the limits required by GVSU. BLACK RIVER will be the first named insured and GVSU and BPES will also be named as additional insureds.

a) Vehicle Insurance. BLACK RIVER shall provide liability insurance for any Covered Employee driving any vehicle during the time of day or work year he/she is assigned to BLACK RIVER by BPES. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. BLACK RIVER shall also provide personal injury protection coverage of \$1,000,000. BLACK RIVER shall name BPES as additional insureds on these policies and shall provide thirty (30) days prior written notice of cancellation or material change in such policies, if feasible.

b) General Liability Insurance. BLACK RIVER shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring BLACK RIVER against bodily injury and property damage liability caused by BLACK RIVER's premises operations or activities conducted off premises related to operation of BLACK RIVER. The policy shall include blanket contractual liability and personal injury coverage. BLACK RIVER shall name BPES as an additional insured on this policy and shall provide thirty (30) days prior written notice of cancellation or material change in the policies, if feasible.

c) Professional Liability Insurance. BLACK RIVER shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming BPES as an additional insured. BLACK RIVER shall maintain a Worker's Compensation policy with an "if only" provision. BLACK RIVER shall provide BPES thirty (30) days prior written notice of cancellation or material change in the policies, if feasible.

d) BPES M.U.S.I.C. Insurance Coverage. BPES shall maintain insurance coverage in compliance with the required M.U.S.I.C. insurance coverage requirements for an Educational Service Provider/Management Firm. The policy shall include blanket contractual liability, crime, and personal injury coverage. BPES shall name BLACK RIVER and GVSU as additional insureds on this policy, and BPES shall provide thirty (30) days prior written notice of cancellation or material change of such policies, if

feasible.

9. Termination of Agreement.

a) Termination with 60 Days Notice: Either party may terminate this Agreement with or without cause at any time after providing sixty (60) days prior written notice to the other party. If BLACK RIVER and/or BPES becomes obligated for Michigan Public School Employees' Retirement System ("MPERS") or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 60-day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the statutory obligations of either party incurred during the term of this Agreement. BPES shall be relieved of all responsibility under this Agreement, except as provided in Paragraph 9 (d), as of the ending date of the last payroll period immediately preceding termination. BLACK RIVER shall pay all ratified charges due under this Agreement through the last date of service provided by BPES.

b) This Agreement shall terminate, with 60 days notice provided Black River pays requisite reimbursements, or as agreed otherwise in writing between the parties, for any of the following events:

- i) BLACK RIVER files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for BLACK RIVER is closed or otherwise not available for use;
- iii) BLACK RIVER requests a layoff of 25% or more of the workforce;
- iv) BLACK RIVER and its successors and assigns discontinue operation;
- v) BLACK RIVER meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act;
- vi) BLACK RIVER's Charter Contract is discontinued or not renewed;
- vii) BLACK RIVER's failure to make timely payments as required by this Agreement.

c) In the event BLACK RIVER terminates this Agreement, BLACK RIVER shall pay all charges due under this Agreement through the last date of services provided by BPES.

d) In the event the Charter Contract or this Agreement is terminated for any reason, BPES agrees that it will continue to work with BLACK RIVER to provide a smooth

transition to an alternative employee management company or through completion of the transition for a reasonable period of time and without bearing undue costs. Covered Employees shall be entitled to continue with BLACK RIVER through the successor employee management company, if so desired by the successor employee management company and/or the individual involved, and communication between BLACK RIVER and those individuals may continue without interruption or claim that BLACK RIVER or the successor employee management company is interfering in the contractual relations between BPES and the Covered Employee. This provision is a waiver by BPES of any and all claims of contractual and/or tortious interference for attempting to provide continuation of staff between BPES and the successor employee management company for BLACK RIVER.

10. Indemnification.

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

b) BLACK RIVER. BLACK RIVER shall indemnify and hold GVSU and BPES, including its officers, directors and agents harmless from any and all claims, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of BLACK RIVER contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of BLACK RIVER contained in or made pursuant to this

Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of BLACK RIVER for violations of federal, state and local laws and regulations. BLACK RIVER shall indemnify and hold BPES harmless for any and all current or potential liabilities, claims, back pay, damages, and judgments, including attorney's fees, that have or may arise out of or by reason of BLACK RIVER's relationship, contractual or otherwise, with any of its previous management companies, including but not limited to Charter HR Educational Services, LLC located at 801 Broadway NW Suite 200, Grand Rapids, MI 49504, and Axios Charter HR LLC located at 528 4<sup>th</sup> street NW, Grand Rapids, MI 49504, including any and all of these entities' agents, affiliates, and assignees. BLACK RIVER shall indemnify and hold BPES harmless for any and all current or potential liabilities, claims, back pay, damages, and judgments, including attorney's fees, that have arisen or may arise from any actions or incidents that took place on, in, or around BLACK RIVER property and involving any persons BLACK RIVER employed or contracted with for any services prior to January 1, 2017. BLACK RIVER shall not indemnify BPES for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of BLACK RIVER. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to BPES and shall be not less than \$1,000,000 per occurrence.

c) Indemnification of Grand Valley State University. The parties acknowledge and agree that Grand Valley State University Board of Trustees, Grand Valley 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, 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 School of Excellence application, the University Board's consideration of or issuance of a Charter Contract, BLACK RIVER'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 BLACK RIVER or BPES, or which arise out of the failure of

BLACK RIVER to perform its obligations under the Charter Contract issued to BLACK RIVER by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

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

The arbitration hearing will be held in Ottawa County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

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

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

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

12. Entire Agreement. This document including its attachments, being executed in multiple and identical counterparts all of which shall constitute part of this Agreement, contains the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary

instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

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

BLACK RIVER:  
Black River Public School  
491 Columbia Ave  
Holland, MI 49423

BLACK PEARL EDUCATIONAL SERVICES LLC:  
Black Pearl Educational Services, LLC  
2464 Byron Station Drive SW  
Byron Center, MI 49315

With a copy to:

Mr. Errol Goldman  
Goldman & Associates, PLC  
930 McArthur River Dr  
Eaton Rapids, MI 48827

Susan Haque  
Haque Law Group PLC  
4460 Oak River Drive  
Grand Rapids, MI 49525

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

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

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

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

17. No Third-Party Rights. This Agreement is intended solely for the benefit of BPES and BLACK RIVER, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives, except as provided in 10.(c).

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

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

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

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

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

23. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, prior approval of the Board, except that BPES may assign its rights and duties to an entity within the BPES organization upon 60 days' written notice to the Board and provided the Board approves said assignment.

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

25. Governmental Immunity. Except as provided in this section, no provision of this Agreement is intended to restrict the Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit BPES from asserting any defense that may be available to it under this Agreement or under Michigan law. BLACK RIVER shall not waive or assert any rights to the sole detriment of BPES related to BLACK RIVER's obligations to BPES under this agreement unless said actions are the result of an alleged breach of this Agreement by BPES.

26. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to BLACK RIVER are BLACK RIVER property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All BLACK RIVER records shall be physically or electronically available, upon request, at BLACK RIVER's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, BPES shall



not restrict the authorizer's, the public's, or the independent auditor's access to BLACK RIVER's records consistent with applicable statutes.

27. Independent Auditor. BPES shall not select or designate the independent auditor, accounting firm or legal counsel for BLACK RIVER. All finance and other records of BPES relating to BLACK RIVER will be made available to BLACK RIVER's independent auditor at the request of BLACK RIVER or the auditor.

28. Procurement of Equipment, Materials, and Supplies. If BPES procures equipment, materials, and supplies at the request of or on behalf of BLACK RIVER, BPES shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by BPES and paid for by BLACK RIVER on behalf of or as the agent of BLACK RIVER are the property of BLACK RIVER. When making a purchase on behalf of or as agent of BLACK RIVER, BPES shall comply with Section 1274 of the Code as if BLACK RIVER were making a purchase directly from a third party.

29. BLACK RIVER Proprietary Rights. BLACK RIVER owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by BLACK RIVER;
- b) were developed by BPES at the direction of the Board with BLACK RIVER funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by BLACK RIVER may be subject to disclosure under the Revised School Code and the Freedom of Information Act.

30. BPES Proprietary Rights. BPES owns all proprietary rights over curriculum, educational or BLACK RIVER management materials:

- a) previously developed or copyrighted by BPES or
- b) curriculum, educational or BLACK RIVER management materials that are developed by BPES funds for BLACK RIVER or
- c) materials that are not otherwise dedicated for the specific purpose of developing BLACK RIVER curriculum, educational or BLACK RIVER management materials.

All educational materials and teaching techniques used by BLACK RIVER are subject to disclosure under the Code and the Freedom of Information Act.

31. Employment Liability. BPES is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and

unemployment liability and payment of benefits, all of which are set forth in this Agreement.

32. Marketing and Development. Should BPES provide marketing and development services to BLACK RIVER, the cost paid by or charged to BLACK RIVER shall be limited to those costs specific to the BLACK RIVER program and shall not include any costs for the marketing and development of BPES.

33. Compliance with Charter Contract. BPES agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with BLACK RIVER's obligations under the Charter Contract issued by Grand Valley State University Board of Trustees. The provisions of the Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

BLACK RIVER and BPES intend for this Agreement to comply with the Charter Contract and the Education Service Provider Policies in the Contract issued by GVSU's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Charter Contract or Policies, that provision is invalid and the Charter Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by GVSU will be borne by BLACK RIVER and subject to BPES's ability to perform. If the additional costs are deemed excessive by the Board, and the matter cannot be resolved, it may opt out of this Agreement by giving 60 days written notice.


34. Revocation or Termination of Charter Contract. If the Charter Contract is revoked or terminated, this Agreement shall automatically terminate on the same effective date as the Charter Contract is revoked or terminated without further actions of the parties.


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

Black River Public School

Black Pearl Education Services

By:

  
Board President – Tom Pietri

  
Its Manager – Casey Young

**ATTACHMENT  
SERVICE FEE RATE SCHEDULE**

In accordance with Paragraph 5(a) of the Client Services Agreement dated April 19, 2021 between Black River Public Schools "BLACK RIVER" and Black Pearl Educational Services, LLC "BPES", the service fee charged to BLACK RIVER by BPES shall be 3.0% of the total gross payroll as delineated in the correlating Service Fees provision 5(a).

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

SCHEDULE 7-1

EDUCATIONAL GOALS

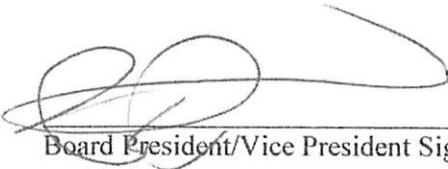
Academic Achievement

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

Academic Growth


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

Date: June 7, 2021

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Black River Board of Directors at a properly noticed open meeting held on the 17 day of May, 2021, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**

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



Please see separate file for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

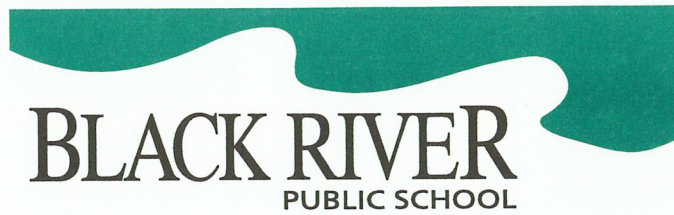
All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

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

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

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

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



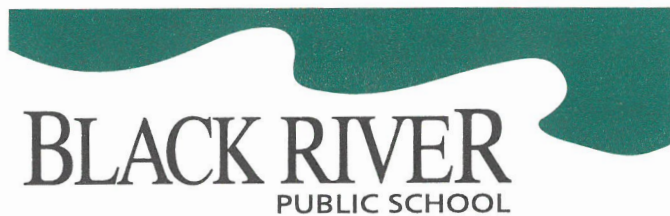
### Qualifications for Employment at Black River Public School

Black River Public School adheres to the laws regarding certification for its employees to be highly qualified in their areas.

Positions requiring correct certifications include:

- Teachers – In the content area and grade levels employed
- School Administrators - including Head of School, Dean of Students, Elementary Administrator and Business Manager
- School Social Workers
- School Counselors
- Bus Drivers

Employees in these areas are responsible for their recertification without allowing their credentials to lapse. Employees that do not recertify within the timelines of their renewals will no longer be eligible for employment.



## Black River Public School Roles and Responsibilities

### Head of School:

- Support the Mission of Black River Public School
- Oversee all day to day operations of the school
- Work with administrative staff to support and direct
- Facilitate teachers including department chairs in their roles with students
- Lead meetings with Staff, Department Chairs/Navigators
- Develop and lead staff in-services
- Develop staff with mentoring and facilitating of resources
- Facilitate Parent Organizations to benefit students and teachers
- Evaluate effectiveness of staff
- Approve all school expenditures
- Work and communicate with Board of Trustees
- Making final decisions about severe student discipline
- Work and Communicate with GVSU CSO
- Work and Communicate with MAPSA
- Serve on local committees and associations including the Ottawa Area Superintendents Association and their Higher Ed and Governmental Affairs Committees
- Hire Teachers and Staff Members
- Communicate with community and BR families regarding school information
- Communicate with parents as requested
- Facilitate committees to address school issues
- Facilitate curriculum and teaching load decisions with department chairs/Navigators
- Oversee enrollment of new students
- Oversee budget and financial planning
- Act as Designated media contact
- Assist with student behavior concerns
- Oversee decisions on benefit packages
- Assist Business Office on contracted services agreements/oversight

A typical day is well planned out but very flexible as day to day requirements arise. A point is made to be visible to students and parents at the beginning and ending of each school day. Availability to all staff during the work day is also strived for. It is also a goal to be in every building each school day.

Parent meetings, emails, phone calls and virtual meetings are every day occurrences and dictate the amount of time spent on the usual administrative duties.



### **Business Director:**

- The duties of the Business Director are to manage and safeguard all assets for Black River Public School, both physical and liquid.
- Manage the financial aspects of all grants, both federal and state.
- Create, monitor, and manage all budgets for Black River.
- Review all cash disbursements and receipts on a monthly basis.
- Prepare all employee contracts.
- Prepare and monitor bid documents for Food and Custodial Services.
- Prepare all monthly Financial Statements for the district.
- Prepare year end reports and schedules to facilitate the annual outside audit.
- Other duties as assigned.

Supervise and assist the Business Office Manager where necessary.

Keep up to date with the MEGS, CMS, GEMS, and Katamaran state operational systems.

Work with the Facilities Coordinator regarding custodial services.

Work with ARAMARK services regarding the food service program.

Other items as necessary.

A typical day:

Review and manage emails.

Run a budget report and update budget worksheets.

Attend to state and federal report due dates.

Check state operational systems for new required submissions.

Attend to other items as necessary.

### **Athletic Director:**

Hire and evaluate coaches, schedule games, schedule officials, supervise events, order athletic equipment, provide a positive athletic experience for our students

Athletic field maintenance, transportation, covid testing, athletic legibility

A typical day: Confirming upcoming contests, replying to emails/messages, making sure playing fields are ready for contests, confirming officials, ordering equipment



## **Dean of Students:**

- Student support regarding behavior
- Supporting teachers if classroom behavior escalates
- Work on proactive student safety initiatives (Ottawa Area Safe and Secure School Network)
- In charge of 6-12 Honors Assemblies, and Senior Commencement
- Working with Social Worker/Counselor re student support
- Investigating allegations of bullying, grades 6-12
- Main liaison that works with local law enforcement
- Schedule and conduct emergency drills
- Campus presence outdoors and neighborhood presence
- Main translator for Spanish language for main offices
- Helping distribute person protective items re COVID protocol.
- Supporting facilities work, helping with contractors on campus.
- Crisis response team member.
- Coordinating flowers/cards for funerals, supporting faculty and families during times of bereavement.
- Alarm system contact when real or false alarm occurs
- Chaperoning larger scale events such as Homecoming and Prom
- Chaperoning 8th grade field trip, 6th grade day camp, and 11th grade Chicago trip (prior to COVID)

Typical Day: Arrive to work prior to the start of the school day, and hold the main door open for students as they walk in, and offer positive greetings. Check in with the Head of School, members of Social Work Team, and Special Ed. team members to see if there are areas of immediate support or need. Walk around campus and see how things look, and also see how teachers are doing in general. As issues surface, any part of this routine is put on hold - example, there was a false fire alarm pull in the Elementary this morning- Elementary main office advises it is a false alarm- Contact dispatch, and our alarm company to advise the alarm status, and also verify that even though it is a false alarm that the fire department still is responding. Work with the administrative team and local Fire Department to verify alarm status, and then to verify when kids may return to the main building. This is only a 30 minute event, but everyday has a number of unplanned surprises. At the end of each school day, check around campus, especially car lines, to make sure things are running smoothly.





### **School Social Worker:**

Service students with IEPs which includes but is not limited to working on emotion regulation, social skills, feelings identification and learning self-awareness. It also includes completing evaluations on students who may potentially qualify for special education services. Working on crisis situations. Secondary duties include working with gen ed students when they are struggling, getting to know students in the hallway and making sure they know where they are going, collaborating with gen ed teachers about how to best accommodate students and how to deescalate situations, connecting and building relationships with all staff members. Being the go to person for connecting parents and school staff. Every day is different but normally a typical day starts out by planning out the day, if it were to go as expected. This includes any reports I have to finish, observations that must be done, and servicing students to work on their IEP goals. Unexpected events that often occur include meltdowns in the classroom, students walking into my office if they are feeling anxious, and parent and community phone calls.

### **Business Office Manager:**

Primary accounting responsibilities include deposits/cash received, AP, PR, food service fund, agency fund, savings funds, and end of month & end of year funds reconciliations and inter-fund reconciliations. Help manage the school lunch program on a district level and student level. Onboarding for new employees, background checks, absence/STML/FMLA tracking, payroll, benefits coordination, and REP submissions. Filing/Record keeping, GVSU compliance tasks and personnel audits, PO liaison, fire-drill cross guard, school building access / key master, and other tasks as assigned

Typical Day: Email and phone correspondence, printing invoices and obtaining approvals to pay, data entry (spreadsheets, Skyward accounting system, Infinite Campus, state required applications/reports) for AP, cash, PR, HR, and/or Food Service & Agency, and record-keeping/filing.

### **Main Office Administrative Assistant:**

Track attendance and absences; use reporting software and generate reports for internal and external use. Answer phone calls, greet visitors and provide information to parents and students. Give administrative support to teachers and school officials. Help maintain records on students. Monitor doors for security purposes. Make announcements, distribute mail, enter and track Community Service for students, sign student work permits and respond to education verification/transcript requests. Assist with website updating, administration of medicine, receiving of packages for purchasing, and entering payments. CA-60 filing. Back-up to Elementary main office for absences. Assist with outgoing mailing, enrollment lottery process and wherever else needed.

Typical day: Track attendance, make phone calls to parents, email with staff and parents. Sign students and staff in or out as they arrive/leave campus. Monitor doors, greet and sign-in visitors, distribute mail and support school administration and teachers as needed.



### **College Advisor:**

- Advise Seniors during college application process- Complete required counselor forms for college applications
- Confirm and transmit transcripts & other official records to colleges
- Write Counselor recommendation letters
- Maintain graduation college acceptance requirement records
- Maintain database of senior acceptances & scholarship offerings
- College Profile creation & distribution
- Organize & run annual freshman "kick-off" event for high school and post-secondary planning
- Plan & coordinate Junior trip to National College Fair
- Organize & run Junior Night Event(s), Organize & run FAFSA Informational Night Event, Organize & run College Application Month event for seniors, Organize & run Decision Day Event for seniors
- Coordinate College Admission Representative visits to campus
- Facilitate communication between students
- Individual college planning conferences with students and/or parents
- Oversee & participate on selection committees for Community Foundation scholarships
- Communicate critical information to seniors, including college application processes, scholarship opportunities, and extracurricular activities
- Develop & distribute senior and senior parent communication (Senior Informational Packet & Midyear Update)"
- Assist with Naviance implementation
- Graduation planning: seating charts, walking order, staff procedures, communication with seniors, day-of setup
- Honors Assembly planning: program development, editing, and day-of help
- Assist during safety drills
- Assist as needed during standardized testing

Typical day: scanning email communication for both needed replies and newly assigned work (transcript sending, Common App, etc). Proceed to work on current senior needs (Common App completion, Counselor Letters of Recommendation, transcript sending) first to ensure deadlines are met. When there is an upcoming event, the other half of time is dedicated to organizing these (facilities, contracts, chaperones, participation, communication, organization of events, invitations to participants, transportation, etc). Schedule also includes student meetings and parent meetings.



### **School Counselor:**

- Help students navigate academics, personal/social development, and college/career planning (Naviance) in grades 6th - 12th
- Provide support during personal crisis
- Build relationships with students, families, faculty/staff, and stakeholders
- Careerline Tech Center coordinator
- Member of Help Team
- Member of the Navigators Team
- Help plan and implement state and national testing
- Be a supportive/caring presence during discipline issues
- Assist with transition plans
- Assist our College Advisor

A typical day consists of meeting with students for a variety of reasons (scheduled and unscheduled), and communicating/collaborating with teachers and parents. Depending on the day, I will work on paperwork and/or create classroom lessons or plan for future student meetings.

### **Enrollment & Facilities Coordinator:**

Enrollment - Oversight of Open Enrollment Process, Lottery and Acceptances/Waitlist

Facilities - Transportation Supervisor, Coordinate bus trips and maintain bus calendar, schedule routine and emergency facility maintenance

Substitute Coordinator for elementary, middle and high school faculty and staff

Enrollment marketing, parent communication through the school website and Infinite Campus messenger, coordinate building aides, cover main office when needed.

Typical Day: Coordinating substitutes for classrooms and making sub packets, enrollment phone calls and emails, processing enrollment paperwork in Infinite Campus, additions to the transportation calendar, working through facilities issues and scheduled maintenance.



### **School Social Worker:**

IEP's  
Individual and group counseling for special ed and general ed students  
504's  
Observations/Assessments/Evaluations  
SEL teaching in all classrooms  
Handling behavior problems with sped students  
BIP (Behavior Intervention Plans)  
FBA's (Functional Behavior Assessments)  
HELP Team  
Opening door/welcoming students at beginning of day  
Monitoring hallway at end of day  
Consulting w/ teacher with behavior/social/emotional concerns w/students  
Training sped para-professionals  
Check-In/Check-Out cards/monitoring w/struggling students  
Front Door Duty  
Individual/small group counseling sessions  
student observations/reports  
SEL lessons in classrooms  
Helping with behavior problems  
Dismissal hallway Duty

### **Main Office Administrative Assistant:**

Purchasing/Receiving, Deposits, CA60 Filing, Administration of Medication, Board Meeting Minutes, Vision and Hearing Screenings, Food Orders, Backup to Main Offices for Staff Absences, Food Service Reports Administration of SAT/ACT Workkeys/PSAT/AP/MSTEP, Mailings, Food Service, Mail, Community Service, Enrollment Lottery and Organization, Website Revisions and Updates, Announcements, Transcripts, , Work Permits, and Other Duties as Assigned by Head of School Each day is different based on which projects I am providing assistance. Aside from the less predictable tasks, I will typically abide by the medication schedule, assist with morning check-ins, obtain approvals for order requests that have come in, place any approved orders in a timely fashion, deliver mail/forms as they come in, pull daily food service reports, and touch base with others on my team to see what is on the horizon that I can be helpful with.



## **Registrar:**

Scheduling, Transcripts, Standardized Testing Coordinator (M-Step, SAT, PSAT, ACT WorkKeys, Advanced Placement), Project Term Coordinator, Immunization Coordinator, Pupil Accounting Coordinator, Dual Enrollment, Parent/Teacher Conference Coordinator, Program of Study Coordinator, 5th Grade Parent Night, Course Registration Videos

Academic/College Advising, Main office back up coverage, Enrollment Lottery Support, student/parent mailings, Infinite Campus support, Oversight of Administrative Assistants, Academic Calendar, 9th Rat Camp Coordination, State Reporting. Other duties as assigned.

Typical Day: It depends on the time of year. Email correspondence with students/staff/families. Test preparation, scheduling questions/concerns/changes. Proactively planning for the next event and completing tasks to prepare. Delegating tasks to administrative staff, as needed.

## **Elementary Administrative Office Assistant:**

Admin to our principal Jim, front desk interactions with staff, students & parents, answering the phone, attendance. administration of medications, covid screeners, facilities. All duties require, organization, out of the box thinking, problem solving, confidentiality, trust and split second decision making in a detailed manner.

Attendance - physical and remote, 1st responder skills, covid tracking/contact tracing/remote work liaison, CA60 maintenance, campus go to for our 60 staff members, payment processing, Infinite Campus maintenance (student data, attendance, SPED, community service), community service entries & monitoring, lunch liaison (outside food source, Courtney, parents and staff), safety drill partnership with John and Jim, MIPSE (pulling data for transfers/intake), conference room maintenance & scheduling, TDM (truancy data manager system upload for elementary), summer school.

Typical Day: Enter the building 30 minutes before school begins, do a walk through of the internal campus making sure heating/cooling is good and also that rooms/hallways are in order, daily tasks begin - attendance, subs are in place, read emails, make note of students who have appointments, etc. Administer medications.



### **Special Education Director:**

Oversee the administration of special education programs and services, ensuring compliance with State and Federal regulations in the areas of evaluation, identification, and placement.

Develop and maintain effective and appropriate special education programs.

Oversee the creation and maintenance of special education documents and records in the school's IEP/student information system.

Oversee special education teachers, related service providers, and paraprofessional staff.

Conduct observations and evaluations of special education teachers.

Coordinate professional development opportunities and required training for special education staff.

Attend monthly special education director meetings at the OAISD, gaining and disseminating knowledge of policies, practices, and procedures.

Building and maintaining relationships with parents/caregivers.

Facilitating communication with parents/caregivers and advocates.

504 Coordinator--Ensure compliance with the ADA, develop and ensure implementation of 504 plans for middle and high school students.

ELL Coordinator--Coordinate English Language Learner identification, assessment, and programing.

SSD Coordinator--Manage and administer accommodations and supports for the state SAT suite of assessments."  
"A typical day involves:

Responding to email and engaging in follow up actions that are generated,

Reviewing and finalizing special education documents (IEPs, REEDs, Eligibility Recommendations, etc.)

Reading/reviewing psycho-educational and/or social work evaluation summaries.

Creating eligibility documents

Creating IEP or 504 plans

Meetings--Help Team, MET team IEP, or 504

Approve and submit invoices from contracted service providers

Work on a long-term project such as updating staff handbook or building/adding to/organizing shared drives.

**Elementary Administrator:**

- 1) Student discipline;
  - 2) Leading/ teachers and staff
    - Managing day-to-day operations
      - Behavior, parent communication, teacher conflicts, classroom observations;
  - 3) Establishing and maintaining a positive school culture;
  - 3) Attending all department meetings (Navigator, SPED, Title I, Kindergarten, Lower EI., Upper EI.)
  - 4) Long-term planning-School Improvement Plan
  - 5) Teacher Evaluations
  - 6) Hiring/Firing all elementary positions
  - 7) Any and all COVID-related situations
    - Remote and In-person
  - 1) Supporting teachers
    - mentoring (especially 1st year teachers)
    - building capacity in teaching practices
    - mental health
    - Assistant in Special Education
      - HELP team meetings
      - behavior
      - attend IEP meeting
  - 2) Supporting Students
    - emotional support breaks in my office
    - reading to classrooms
    - leading conflict/resolution circles
- Greet the students entering the building; check in with the secretary about any pressing issues; follow-up is needed
  - have an intentional plan of action to complete each day - attend various meetings - visit classrooms for informal observations - be available at all times to support any behavior concerns - help with recess/lunch (1-2 days/week)
  - help with Driveline dismissal - attend/run department/parent meetings



### **Paraprofessional:**

Work with assigned student(s) and provide support in the learning environment.

Facilitate positive student behavior and social interactions.

Communicate and collaborate with the student's IEP team

Paraprofessionals may assist with duties that include helping with modification of classroom materials, lunch or recess supervision, proctoring tests, monitoring of the testing center and delivery of testing accommodations, and delivery of classroom accommodations. "A typical day for a paraprofessional may include attending classes with an individual student, or a small group of students, providing classroom accommodations and instruction and/or behavioral support. While in class, the paraprofessional may also support students other than their assigned student(s) with classroom activities.

A typical day may also include proctoring tests in the testing center, providing accommodations such as reading tests aloud, scribing, or simply providing an alternate testing environment. In this year of remote learning, paraprofessionals have also provided online homework support sessions and/or organizational meets to help special education students with executive functioning deficits manage their online learning responsibilities.

### **Middle and High School Mathematics Teacher:**

Honor the Black River Mission with all interaction and instruction, Implement Connected and Integrated Math strategies

Organize classroom lectures and coursework to standards, Prepare materials and activities to standards

Assign homework and relevant exercises, Identify students with special requirements and create individualized plans

Determine exam and assignment grades, Provide feedback based on workload and classroom behavior

Keep a timely record of students' attendance and grades, Research new language teaching methods

Manage classroom crises and resolve conflict, Inform parents about their children's performance

Collaborate with teaching staff and administrators to foster a positive student experience

Greet students as they enter classroom

Collaboration with Colleagues

Department Meeting Attendance

Staff Meeting Attendance

Track professional development hours to maintain teacher certifications

The role of a middle and high school Mathematics teacher is to work with students in a positive learning environment each day and each class period. Reaching students academically through large and small groups or individual interactions is constant and a key to success. Timely feedback to students is incorporated into both the classroom setting as well as during planning periods. Contacting parents regarding important developments is a common expectation.





### **Middle School and High School English Teacher:**

Honor the Black River Mission with all interaction and instruction

Implement the curriculum and strategies developed by Black River

Organize classroom lectures and coursework to standards

Prepare materials and activities to standards

Assign homework and relevant exercises

Identify students with special requirements and create individualized plans

Determine exam and assignment grades

Provide feedback based on workload and classroom behavior

Keep a timely record of students' attendance and grades

Research new language teaching methods

Manage classroom crises and resolve conflict

Inform parents about their children's performance

Collaborate with teaching staff and administrators to foster a positive student experience

Greet students as they enter classroom

Collaboration with colleagues regarding planning and student needs

Department Meeting Attendance

Staff Meeting Attendance

Track professional development hours to maintain teacher certifications

The role of a middle and high school English teacher is to work with students in a positive learning environment each day and each class period. Reaching students academically through large and small groups or individual interactions is constant and a key to success. Timely feedback to students is incorporated into both the classroom setting as well as during planning periods. Contacting parents regarding important developments is a common expectation.

**Black River Middle and High School Science Teacher:**

Honor the Black River Mission with all interaction and instruction

Implement the Black River Scope and Sequence for Science Curriculum

Organize classroom lectures and coursework to standards

Prepare materials and activities to standards

Assign homework and relevant exercises

Identify students with special requirements and create individualized plans

Determine exam and assignment grades

Provide feedback based on workload and classroom behavior

Keep a timely record of students' attendance and grades

Research new language teaching methods

Manage classroom crises and resolve conflict

Inform parents about their children's performance

Collaborate with teaching staff and administrators to foster a positive student experience

Greet students as they enter classroom

Collaboration with Colleagues

Department Meeting Attendance

Staff Meeting Attendance

Track professional development hours to maintain teacher certifications

The role of a middle and high school Science teacher is to work with students in a positive learning environment each day and each class period. Reaching students academically through large and small groups or individual interactions is constant and a key to success. Timely feedback to students is incorporated into both the classroom setting as well as during planning periods. Contacting parents regarding important developments is a common expectation.



**Middle and High School Spanish Teacher:**

Honor the Black River Mission with all interaction and instruction

Implement the Black River Spanish Curriculum

Organize classroom lectures and coursework to standards

Prepare materials and activities to standards

Assign homework and relevant exercises

Identify students with special requirements and create individualized plans

Determine exam and assignment grades

Provide feedback based on workload and classroom behavior

Keep a timely record of students' attendance and grades

Research new language teaching methods

Manage classroom crises and resolve conflict

Inform parents about their children's performance

Collaborate with teaching staff and administrators to foster a positive student experience

Greet students as they enter classroom

Collaboration with Colleagues

Department Meeting Attendance

Staff Meeting Attendance

Track professional development hours to maintain teacher certifications

The role of a middle and high school Spanish teacher is to work with students in a positive learning environment each day and each class period. Reaching students academically through large and small groups or individual interactions is constant and a key to success. Timely feedback to students is incorporated into both the classroom setting as well as during planning periods. Contacting parents regarding important developments is a common expectation.



### **Middle and High School Visual Arts Teacher:**

Honor the Black River Mission with all interaction and instruction

Implement Black River Visual Arts Curriculum

Organize classroom lectures and coursework to standards

Prepare materials and activities to standards

Assign homework and relevant exercises

Identify students with special requirements and create individualized plans

Determine exam and assignment grades

Provide feedback based on workload and classroom behavior

Keep a timely record of students' attendance and grades

Research new language teaching methods

Manage classroom crises and resolve conflict

Inform parents about their children's performance

Collaborate with teaching staff and administrators to foster a positive student experience

Maintain a clean and safe space with the many different art materials

Greet students as they enter classroom

Collaboration with Colleagues

Department Meeting Attendance

Staff Meeting Attendance

Track professional development hours to maintain teacher certifications

The role of a middle and high school Visual Arts teacher is to work with students in a positive learning environment each day and each class period. Reaching students academically through large and small groups or individual interactions is constant and a key to success. Timely feedback to students is incorporated into both the classroom setting as well as during planning periods. Contacting parents regarding important developments is a common expectation.



### **Middle and High School Music Teacher:**

Honor the Black River Mission with all interaction and instruction

Implement Black River Music Curriculum

Perform with the Choir, Orchestra or Band regularly and publicly

Organize classroom lectures and coursework to standards

Prepare materials and activities to standards

Assign homework and relevant exercises

Identify students with special requirements and create individualized plans

Determine exam and assignment grades

Provide feedback based on workload and classroom behavior

Keep a timely record of students' attendance and grades

Research new language teaching methods

Manage classroom crises and resolve conflict

Inform parents about their children's performance

Collaborate with teaching staff and administrators to foster a positive student experience

Greet students as they enter classroom

Collaboration with Colleagues

Department Meeting Attendance

Staff Meeting Attendance

Track professional development hours to maintain teacher certifications

The role of a middle and high school Music teacher is to work with students in a positive learning environment each day and each class period. Reaching students academically through large and small groups or individual interactions is constant and a key to success. Timely feedback to students is incorporated into both the classroom setting as well as during planning periods. Contacting parents regarding important developments is a common expectation.



**Black River Physical Education and Health Teacher:**

Honor the Black River Mission with all interaction and instruction

Implement Black River Physical Education and Health Curriculum

Organize classroom lectures and coursework to standards

Prepare materials and activities to standards

Assign homework and relevant exercises

Identify students with special requirements and create individualized plans

Determine exam and assignment grades

Provide feedback based on workload and classroom behavior

Keep a timely record of students' attendance and grades

Research new language teaching methods

Manage classroom crises and resolve conflict

Inform parents about their children's performance

Collaborate with teaching staff and administrators to foster a positive student experience

Greet students as they enter classroom

Collaboration with Colleagues

Department Meeting Attendance

Staff Meeting Attendance

Track professional development hours to maintain teacher certifications

The role of a middle and high school Physical Education and Health teacher is to work with students in a positive learning environment each day and each class period. Reaching students academically through large and small groups or individual interactions is constant and a key to success. Timely feedback to students is incorporated into both the classroom setting as well as during planning periods. Contacting parents regarding important developments is a common expectation.



## **Reading & Math Specialist:**

This is tough because my roles change with student and teacher's needs.

I am currently working with Creating calendars for Assessing, teaching, progress monitor, communicating with teachers and parents, report cards ...

21 math students grades K-5

13 literacy student grades 1-5

2 on-line student grades 1-4

1 tutor BR student at home 1

I administer Star Math and Reading Assessments

I also administer F & P, Walpole, Heggerty, Orton Gillingham, Reading Recovery when needed.

Lexicore5

GVSU Targeted Literacy liaison/BR "administrator"

Title I Team

HELP Team

Transition Team

RightStart Math "Team"

Attend Level Meetings - answer Title I, Math, and Literacy questions

Professional Development liaison

Math and Literacy liaison with outside resources (GVSU literacy, MAISD essential literacy and coaches, RightStart Math, EBLI, Michigan Montessori Society, training centers, Michigan Charter School Montessori group - just recently became a member, ...)

Navigator Team



**Kindergarten Teacher:**

Prepare kindergarten classroom

Prepare materials for lessons

Lesson plan in accordance with standards and Montessori curriculum

Teach lessons to kindergarten students

Model school behavior for newest members of our school

Communicate with parents of families

Provide a diverse experience to all students " "Part of a team of teachers and staff members

Support that team of people

Teach online students (during 2020/2021)

Newsletters

Lead the assistant in the classroom

Welcome students

Prepare environment

Lead morning meeting

Teach lessons both whole group and small group

Teach all areas of the curriculum

Assess student learning

Model/teach behavior expectations





**Special Education Teacher:**

Provide specialized instruction, in the resource room setting, to students with various disabilities.

Co-teach in general education class sections that include special education students.

Collaborate with IEP team members to create and implement individual education plans that meet State and Federal compliance standards.

Build relationships and communicate with parents on a regular basis, providing progress reports at quarterly grading periods.

Monitor student progress on a regular basis and use data to drive instructional decisions.

Maintain accurate student data and records.

Participate in professional development opportunities, continuing to strengthen teaching practices.

Lead a College Advisory Program (CAP) class for a group of general education and special education students, providing instruction and guidance that focuses on college preparation and planning. CAP responsibilities also include providing students with academic interventions, guidance, and support.

A typical day for a special education teacher includes:

Teaching Resource Room support classes in the areas of math and/or English.

Teaching a Resource Room support class for students with executive functioning difficulties, providing organizational support and homework completion support, along with lessons that focus on building study skills.

Co-teaching in general education math or English classes.

Responding to parent and/or teacher emails.

Coordinating/scheduling/holding IEP meetings.

Planning for lessons, grading student work, monitoring student progress.



**Kindergarten Assistant:**

Set up snack, Keep personal attending (Phone calls, emails) to breaks/specials

Maintain a quiet tone, Continue to maintain the environment

Model and reinforce ground rules, Assist in hanging up coats and keeping the hallway clean

Help with sweeping and cleanup in snack area, Keeping snack area stocked

Giving lessons of grace and courtesy, working on rug rolling

Working at pushing in chairs when finished, Carry work with two hands

Maintain bathroom and restock when needed, Help children to return work to proper place

Playground monitor, Wipe tables before lunch

Check Paper: Metal insets, Drawing, Art, gluing, cutting, pin punching, stamping, Fill water if water work is out

Sharpen Pencils; restock if needed, Check Shelves, make sure they look ready for the day

Food Prep. if needed, File Friday Folders

**After Class:**

Restore environment, Check the hallway for items left behind, Wipe down tables, Put up chairs, If water is used empty and wash the dishes, Wash dishes from snack and food prep, Prepare for the next day, Any computer input you need to do (book orders, test results), Pets, File Friday folders

Welcome students, Morning Recess, Monitor behavior during lessons, Keep students on task during work time, Lunch or recess monitor, Behavior during afternoon worktime and lessons, Help with dismissal, Prepare for the next day



### **Upper Elementary Montessori Teacher (4th/5th):**

- 1) Build a strong classroom community
  - 2) Teach classroom expectations for management, Montessori philosophy
  - 3) Nurture the whole child and establish strong relationships with students
  - 4) Give assessments to determine academic placement for math/ELA
  - 5) Create groups based on ability level to teach math and reading concepts
  - 6) Follow the CCSS to teach grade-level appropriate content
  - 7) Meet with department to discuss curricula and other school improvement matters
- 1) Manage communication and maintain relationships with parents
  - 2) Attend meetings (full staff, elementary, and department)
  - 3) work with administration when conflicts occur"  
1) Begin the morning with a brief morning meeting
  - 2) Daily Work-students are self-directed and working various daily tasks (spelling, geography, math facts, vocabulary); teacher monitors and works with small groups.
  - 3) Lesson Work-teacher calls small groups down for math, grammar, reading lessons  
This is part of the 2-3 hour work cycle
  - 4) Whole group reading/writing lessons
  - 5) Manage student conflicts as they arise
  - 6) Cultural studies (science/history lessons)



### **Lower Elementary Montessori Teacher (1st-3rd):**

- 1) Build a strong classroom community
  - 2) Teach classroom expectations for management, Montessori philosophy
  - 3) Nurture the whole child and establish strong relationships with students
  - 4) Give assessments to determine academic placement for math/ELA
  - 5) Create groups based on ability level to teach math and reading concepts
  - 6) Follow the CCSS to teach grade-level appropriate content
  - 7) Meet with department to discuss curricula and other school improvement matters
- 
- 1) Manage communication and maintain relationships with parents
  - 2) Attend meetings (full staff, elementary, and department)
  - 3) work with administration when conflicts occur""1) Begin the morning with a brief morning meeting or silent reading
  - 2) 3-hour work cycle (lesson work)
  - 4) Whole group reading/writing lessons
  - 5) Manage student conflicts as they arise
  - 6) Cultural studies (science/history lessons)

**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: 6/7/21

Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Black River Board of Directors at a properly noticed open meeting held on the 17 day of May, 2021, at which a quorum was present.

Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**



## **Black River Public School Admissions Policy**

### **Open Enrollment Period**

Open enrollment for the next academic year always begins on the first school day in October and concludes at 4:00 pm on the last Wednesday of February. If the last Wednesday of February is not a school day, open enrollment will close at 4:00 pm on the next school day. Following the close of open enrollment, if the number of applications exceeds the number of open seats, a random selection lottery determines acceptance. If the number of applications does not exceed the number of open seats, all applicants are accepted for their respective grades.

### **Lottery**

Lotteries will be held for any grade in which the number of applications exceeds the number of openings. Names are randomly selected, by priority grouping, and applicants are accepted based on the order in which they are selected. The lottery continues until all names are drawn. Applicants who are not accepted will be placed on a waiting list in the order their names were drawn.

### **Priority Group Preferences**

The order of priority in which spaces for each grade will be filled will be as follows:

#### **Priority Group #1**

Students enrolled for the current school year are automatically re-enrolled unless formally withdrawn. (Students with an Individual Education Plan active on the first day of the following school year are automatically re-enrolled unless formally withdrawn).

#### **Priority Group #2**

Siblings of currently enrolled students will be given enrollment priority if an enrollment application form for each sibling is completed and returned on or before 4:00pm on the last Wednesday of February.



*Sibling preference is defined as children who have at least one common parent/legal guardian. For the purposes of enrollment priority, a parent's children, step-children, adopted children, foster children, and same household children, in which a parent or guardian resides, are all considered to be each other's siblings.*

This preference is not available to applications received after open enrollment has closed.

Child(ren) of a person employed full time at Black River Public School will be given enrollment priority if an enrollment application form for each child is completed and returned on or before 4:00pm on the last Wednesday of February.

*Employee - child preference is defined as children where at least one parent or legal guardian meets the requirements as outlined by the employee handbook. This preference is not available to applications received after open enrollment has closed. If space is not available in any grade level for this priority group, a lottery will be performed to determine the order of the sibling wait list.*

### **Priority Group #3**

New students accepted prior to the lottery. If the number of applicants for a grade is less than or equal to the number of spaces available for that grade, all new applicants for that grade are accepted and are enrolled prior to the lottery drawing for admissions.

### **Priority Group #4**

Siblings of newly-enrolled students. When, at the close of open enrollment, one sibling is validly accepted into a grade that is not oversubscribed, or is accepted by lottery, any of that child's siblings who have timely applied, may enroll if space is available in their respective grades. If space is not available, they advance to the sibling wait list. This preference is not available to applications received after open enrollment has closed.

### **Priority Group #5**

All remaining applicants. If there are more applicants than spaces available, a random selection lottery will be used to determine the order of those enrolled and wait listed. This preference is not available to applications received after open enrollment has closed.

### **Priority Group #6**

Applicants after the close of open enrollment. For grades that are not oversubscribed at the end of open enrollment, applicants will be accepted on a first-come, first-served basis until the grade is full, at which time further applicants are placed on a wait list. For each grade with a wait list, all applications received will be placed on the wait list.

Foreign Exchange Students Foreign Exchange students must follow the same enrollment process as detailed in the Admissions Policy. Please understand that Black River Public School is unable to accept Foreign Exchange students who are citizens of the United States that do not reside in Michigan. Foreign Exchange students cannot earn a diploma from Black River Public School.

## **Kindergarten**

For the 2021–2022 academic year, if you are applying for kindergarten, your child will need to be 5 years old by September 1, 2021 or as permitted by Section 1147 (3) below.

380.1147 Enrollment of child in kindergarten; age; eligibility; notification.

Sec. 1147.

(3) If a child residing in the school district or a child eligible to enroll in and be counted in membership in the school district under section 105 or 105c of the state school aid act of 1979, MCL 388.1705 and 388.1705c, is not 5 years of age on the enrollment eligibility date specified in subsection (2), but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year in a public school operated by the school district or, for a community district or a school district that does not directly operate schools on its own, in another public school located within the geographic boundaries of the school district if the parent or legal guardian notifies the public school in writing that he or she intends to enroll the child in kindergarten for that school year. A public school that receives this written notification may make a recommendation to the parent or legal guardian of a child described in this subsection that the child is not ready to enroll in kindergarten due to the child's age or other factors. However, regardless of this recommendation, the parent or legal guardian retains the sole discretion to determine whether or not to enroll the child in kindergarten under this subsection.

## **Admission is Conditional**

Applicants are required to fully complete all required enrollment materials and provide all necessary information. This includes, but is not limited to, the enrollment application form, copy of birth certificate, immunization information, and proof of current grade level via grade report or transcript (not applicable for kindergarten applicants). Making an omission of a material fact or a false statement in enrollment application materials may be sufficient cause for denying an applicant consideration for enrollment or for expulsion after enrollment.

## **Compliance With The Code of Conduct**

All students and prospective students must abide by the Black River Public School Student Code of Conduct and are subject to disciplinary action for violations thereof, up to and including expulsion. A prospective student is subject to all school policies,

practices and procedures (and consequences for violations), even before their first day of class.

### **Equal Educational Opportunity**

Black River Public School does not charge tuition and does not discriminate in its pupil admission policies or practices on the basis of:

- a. intellectual ability
- b. athletic ability
- c. achievement or aptitude measurements
- d. handicap or disability, or
- e. any other basis not permitted by federal and/or state law.

Some testing may be required to determine the proper placement in a subject area but such tests are administered after a student has been accepted for admission.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



# BLACK RIVER

PUBLIC SCHOOL

## SCHOOL CALENDAR 2021-2022

### FIRST SEMESTER

Tues,	Aug 24	New Student Orientation - Grades 6-12, 9:00-10:00 am
Wed,	Aug 25	<b>FIRST DAY OF SCHOOL - Grades K-12</b>
Fri,	Sep 3	<b>NO SCHOOL FOR STUDENTS K-12</b> - Labor Day Vacation
Mon,	Sep 6	<b>NO SCHOOL FOR STUDENTS K-12</b> - Labor Day Vacation
Wed,	Oct 6	Student Count Day
Thurs,	Oct 7	Student Count Day (for classes not meeting on Wed.)
Fri,	Oct 15	<b>NO SCHOOL FOR STUDENTS K-12</b> - Midterm Grading Day
Thurs,	Oct 28	<b>1/2 DAY SCHOOL K-12</b> - Parent-Teacher Conf., 1 pm - 8 pm
Fri,	Oct 29	<b>NO SCHOOL FOR STUDENTS K-12</b> - Parent-Teacher Conf., 8am - 3:00 pm
Tues,	Nov 23	<b>1/2 DAY SCHOOL K-12</b> - Teacher In-service
Wed,	Nov 24	<b>NO SCHOOL FOR STUDENTS K-12</b> - Thanksgiving Vacation
Thurs,	Nov 25	<b>NO SCHOOL FOR STUDENTS K-12</b> - Thanksgiving Vacation
Fri,	Nov 26	<b>NO SCHOOL FOR STUDENTS K-12</b> - Thanksgiving Vacation
Wed,	Dec 15	<b>1/2 DAY SCHOOL K-12</b> - Final Exams (A and B)
Thurs,	Dec 16	<b>1/2 DAY SCHOOL K-12</b> - Final Exams (C and D)
Fri,	Dec 17	<b>1/2 DAY SCHOOL K-12</b> - Final Exams (E and F) <b>WINTER BREAK BEGINS</b>

### SECOND SEMESTER

Mon,	Jan 3	<b>Classes Resume</b>
Wed,	Feb 9	Student Count Day
Thurs,	Feb 10	Student Count Day (for classes not meeting on Wed.)
Wed,	Feb 23	Open Enrollment Ends at 4:00 pm
Fri,	Feb 25	<b>NO SCHOOL FOR STUDENTS K-12</b> - Midterm Grading Day
Mon,	Feb 28	<b>NO SCHOOL FOR STUDENTS K-12</b> - Mid-Winter Break
Thurs,	Mar 10	<b>1/2 DAY SCHOOL K-12</b> - Parent-Teacher Conf., 1 pm - 8 pm
Fri,	Mar 11	<b>NO SCHOOL FOR STUDENTS K-12</b> - Parent-Teacher Conf., 8am - 3:00 pm
Fri,	Apr 1	<b>NO SCHOOL FOR STUDENTS K-12</b> - Spring Break Begins
Mon,	Apr 11	Classes resume
Wed,	May 11	<b>1/2 DAY SCHOOL K-12</b> - Final Exams (A and B)
Thurs,	May 12	<b>1/2 DAY SCHOOL K-12</b> - Final Exams (C and D)
Fri,	May 13	<b>1/2 DAY SCHOOL K-12</b> - Final Exams (E and F)
Mon,	May 16	<b>NO SCHOOL FOR STUDENTS K-12</b> - Semester Break

### PROJECT TERM

Tues,	May 17	Project Term Begins
Mon,	May 30	No School K-12 Memorial Day
Thurs,	June 2	High School Graduation, 7 pm
Thurs,	Jun 9	Project Term concludes, Open House 6:30 - 8:00 pm <i>*Required for students in grades 1-11</i>
Fri,	Jun 10	<b>1/2 DAY SCHOOL K-12 - LAST DAY</b>

**K-5=180 days/1166.11 hours; 6-12=180 days/1140.10**

*Board approved on March 15, 2021*

**Block Schedule**

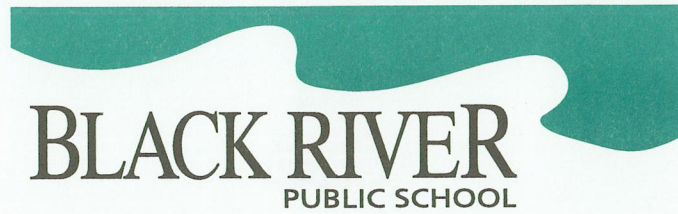
BRPS middle and high school students take four core classes per day and have seven class blocks, A-G. Students are allowed a 5-7 minute passing time in-between classes. All students participate in a small group CAP seminar that focuses on a variety of topics progressing toward college readiness. Students and CAP teachers enjoy a 25 minute lunch break. Students eat lunch in the Lyceum building and around the campus grounds when the weather permits.

Class	Time	MON	TUE	WED	THU	FRI
1	8:00-9:26	A	A	B	A	C
2	9:33-11:00	B	C	C	B	D
HS CAP	11:05-11:30	High School Students - CAP Middle School Students are at Lunch				
MS CAP	11:30-11:55	Middle School Students - CAP High School Students are at Lunch				
3	12:00-1:26	D	F	D	F	F
4	1:33-3:00	E	G	E	G	E

Elementary Hours: 8am - 3:10pm

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



**Statement of grades and ages served at Black River Public School**

Per Michigan state law, Black River Public School will enroll age appropriate students in grades Kindergarten through 12<sup>th</sup> grades.

Students qualifying for extended years of service through special education will also be served as required.



**SCHEDULE 7-8**

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

Black River Public School is located entirely on one irregularly-shaped campus of approximately 11 acres near downtown Holland on Columbia Avenue, bounded on the north and south by 20th and 22nd Streets. The school is housed in the following structures:

491 Columbia Avenue  
Middle/High School  
6-12 Grades  
50,000 sf  
Built in 1930, acquired/renovated in 2000

513 Columbia Avenue, Holland, MI 49423. K-5.

Black River Elementary School is located in an pre- cast, concrete 22 classroom public school building located on an 11 acre property on Columbia Avenue. Address is 513 Columbia Ave, Holland, MI 49423.

The school owned premises consists of 18 elementary classrooms, a media center classroom, special education classroom, Title I classroom, music classroom, staff lounge, kitchen, and office spaces. The property includes parking and playground space.

The campus also includes an elementary playground, soccer fields, and parking lots located both near the gym/music building and across Columbia Avenue from the main entrance.

NOTICE OF COMMENCEMENT

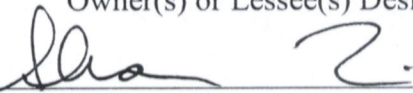
STATE OF MICHIGAN )  
 )ss:  
COUNTY OF OTTAWA )

1. Owner(s) or Lessee(s), address(es) and capacity(ies):

BLACK RIVER PUBLIC SCHOOL,  
a Michigan nonprofit corporation

Owner  
491 Columbia Ave.  
Holland, Michigan 49423

2. Owner(s) or Lessee(s) Designee and address for receipt of notices:

  
\_\_\_\_\_  
Designee  
Shannon Brunink  
491 Columbia Ave.  
Holland, MI 49423

3. Legal Description of Real Property:

See attached **Exhibit A**.

4. General Contractor (if any) and address:

Lakewood Construction Company  
11253 James Street  
Holland, Michigan 49424

To lien claimants and subsequent purchasers:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above-named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above-named owner or lessee, the designee, or the person with whom you have contracted.

We, Shannon Brunink, the Head of School, and Barb Ellis, the President of the Board of Trustees, of Black River Public School, a Michigan nonprofit corporation, being first sworn depose and say that we are the Owner of the above-described real property; that we have read and signed the foregoing Notice of Commencement and know the contents thereof; and have knowledge of the facts therein contained; and that the same are true to the best of our knowledge and belief.

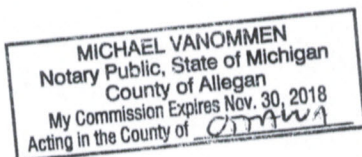
*Barb Ellis*

Barb Ellis, President of the Academy Board

STATE OF MICHIGAN )  
: ss.  
COUNTY OF OTTAWA )

The foregoing instrument was acknowledged before me on December 18, 2014, by Barb Ellis, the President of the Academy Board of BLACK RIVER PUBLIC SCHOOL, a Michigan nonprofit corporation, for the corporation.

*M*



Print Name: MICHAEL VANOMMEN  
Notary Public, ALLEGAN County,  
MICHIGAN  
My commission expires: 11/30/18  
Acting in the County of: OTTAWA

**PLEASE NOTE: A BLANK NOTICE OF FURNISHING FORM MUST BE APPENDED TO THIS DOCUMENT IF IT IS NOT TO BE RECORDED.**

PREPARED BY AND RETURN TO:  
Timothy Hillegonds  
WARNER NORCROSS & JUDD LLP  
900 Fifth Third Center  
111 Lyon Street, NW  
Grand Rapids, Michigan 49503-2487  
Telephone (616) 752-2115  
11862030-3

## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY

The Real Property is located in the City of Holland, County of Ottawa, State of Michigan, and legally described as follows:

#### PARCEL 1:

Lots 1, 2, 3, 42, 43 and 44, Block 2 of PROSPECT PARK ADDITION TO THE CITY OF HOLLAND, according to the plat thereof recorded in Liber 4 of Plats, Page 32 of Ottawa County Records.

#### PARCEL 2:

Lots 5 to 8 inclusive and the West 27 feet of Lots 4 and 9, Block 1, PROSPECT PARK ADDITION TO THE CITY OF HOLLAND. Also the North 36 feet of the West 27 feet of Lot 4 and the North 36 feet of Lots 5 and 6, Block 6, PROSPECT PARK ADDITION TO THE CITY OF HOLLAND, according to the plat thereof as recorded in Liber 4 of Plats, page 32, Ottawa County Records.

#### PARCEL 3:

All that part of Blocks 1, 6, 7, A and B of PROSPECT PARK ADDITION TO THE CITY OF HOLLAND, according to the plat thereof as recorded in Liber 4 of Plats, page 32. Also that part of vacated alleys, vacated 21st Street and vacated 22<sup>nd</sup> Street encompassed therein described as: Commencing at the Southwest corner of Lot 7, Block 6, thence North along the East line of Columbia Avenue 223 feet, thence East 137 feet, thence North 366 feet to the North line of Lot 4, Block 1, thence East 297.6 feet North to the Westerly line of the C&O railroad right of way, thence Southeasterly along said right of way 990 feet to a point 150 feet South and 202 feet East, more or less, from the Southeast corner of Lot 2, Block 7, thence West 202 feet, more or less, thence Northwesterly to the Southeast corner of Lot 4, Block 7, thence Northwesterly 89 feet along a line connecting the Southeast corner of Lot 4 and a point on the North line of Lot 5 and 30 feet West from the Northeast corner thereof, thence Northwesterly 120 feet to a point which is 108.3 feet East and 24 feet North of the Northwesterly corner of Lot 8, Block 7, thence West 108.3 feet, thence North 42 feet to the North line of 22nd Street, thence West along the North line of 22nd Street to the place of the beginning.

#### PARCEL 4:

The South 130 feet of the North 651.47 feet of the West 643.5 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 33, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan, excepting the West 231 feet thereof.

ALSO;

The South 172.01 feet of the North 823.48 feet of the West 643.5 feet of the Southwest 1/4 of the Northwest 1/4 of Section 33, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan.

The property address and tax parcel number(s) listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Property address: 492 and 509 Columbia Avenue, Holland, Michigan 49423  
212 E 20th Street, Holland, Michigan 49423  
525 Lincoln Avenue, Holland, Michigan 49423

Tax Parcel No(s): 70-16-32-252-021  
70-16-32-276-001  
70-16-32-276-002  
70-16-33-100-004



**CONTACT DETAILS**

Property Owner of Record Black River Public School

Contact Person: Shannon Brunink Affiliation: Head of School at BRPS

Phone #: (616) 355-0055 x103 E-mail: bruninks@brpsk12.org

Property Type: residential / commercial / industrial / **other**

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**SITE DETAILS**

Property Description: New elementary school south of main building at NE corner of E 22nd St and Columbia Ave (see attached map)

Parcel Identification Number: 70-16-32-276-002

New Address: 513 Columbia Ave

Request Processed & Approved By: Joe Arevalo

Date Approved: 4/23/15

---

**COPIES SENT TO**

City: Clerk, Finance, Community & Neighborhood Services (Building Inspector, Electrical Inspector), GIS, Planning, Police, and Fire.

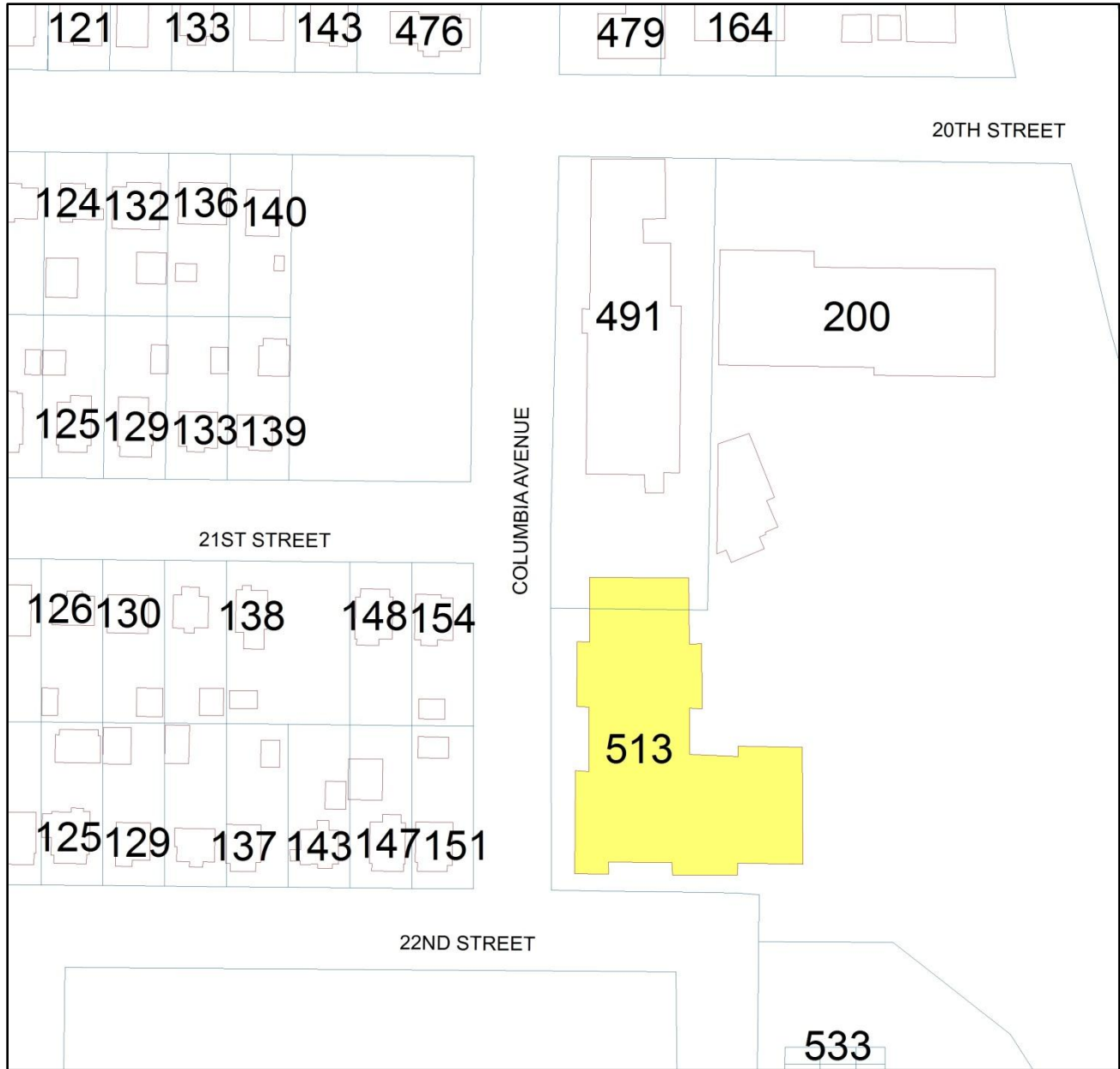
County: GIS and Central Dispatch (9-1-1).

Utilities: Comcast, AT&T, and Semco.

Holland Board of Public Works

U.S. Post Office





LIBER 4286 PG 281

Filed/ Sealed For Record In  
Ottawa County, MI  
Gary Scholten R.O.D.  
10/08/2003 At 8:49:12 A.M.  
DEED \$29.00  
Liber 974286 Page 00281



**DEED**

**THIS DEED**, made this 26th day of August, 2003 between BASF Corporation, a corporation existing under the laws of the State of Delaware, having an address at 3000 Continental Drive-North, Mount Olive, County of Morris, New Jersey, formerly Emont Corporation and Interchemical Corporation, hereinafter referred to as Grantor, and Black River Public Schools, a Michigan Public School Academy and a Michigan non-profit corporation, duly organized under the laws of the State of Michigan, whose address is: 491 Columbia Avenue, Holland, Michigan 49423 hereinafter referred to as Grantee.

**WITNESSETH**, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, paid, by the Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the Grantor being therewith fully satisfied, does, by these presents, donate, give, grant, bargain, sell, and convey unto the Grantee, forever,

All that certain lot, tract, parcel of land and premises, hereinafter particularly described situate, lying and being in the City of Holland, County of Ottawa, and State of Michigan, as follows:

See attached Schedule A.

Being a portion of the same land and premises conveyed to Grantor herein by Chemtron Corporation by Deed dated March 17, 1979 and recorded on March 23, 1979 in the office of the Ottawa County Register of Deeds in Deed Book 860, Page 495.

The tax map reference of the property is City of Holland, County of Ottawa and State of Michigan: Permanent Parcel No.: 70-16-32-276-002.

Together with all and singular the easements, hereditaments, improvements and appurtenances thereto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity of, in and to the above-described premises, with the easements, hereditaments, improvements and appurtenances; subject to current zoning and other governmental restrictions and all covenants, conditions, restrictions, easements and rights of ways and other matters of record and as otherwise provided in Schedule B attached hereto; to have and to hold the said property, above described, with the appurtenances, unto Grantee, forever.

This conveyance is subject to the express condition that Grantee, its successors and assigns shall have and hold the property only for so long as the property is used for any lawful use but not for residential use and if all or any part of the property herein conveyed is used or maintained for residential use, then all right, title, and interest in and to the property will automatically and instantly revert to and revest in Grantor, or Grantor's successors and assigns, as fully and completely as if this deed had not been executed and delivered.

Grantee represents, covenants and warrants that Grantee shall not establish, construct, install or erect any well upon the property or use groundwater for any purpose, excepting however any monitoring wells as may be required to comply with the lawful directives of the State of Michigan, Department of Environmental Quality.

The conditions and covenants of this Deed shall be binding upon Grantee, its successors and assigns, and shall be recited and set forth in each deed of conveyance hereinafter made, granted and delivered, and shall be binding upon each and every successor and assign, as if each and every said successor and assign had been the Grantee under this deed.

Grantor reserves to itself, its successors and assigns a perpetual, non-exclusive, right of access, reasonably convenient, upon, over and across the property herein conveyed. This easement for access and ingress and egress is to enable Grantor to satisfy Grantor's continuing and/or future obligations, if any, whatever the character or nature, under any applicable law, rule or regulation in respect of the property herein conveyed. Grantor and Grantee acknowledge and represent that this access is a blanket right affecting the entire property and that any such access by Grantor pursuant to this reservation, to the extent reasonably feasible, shall not unreasonably interfere with the use of the property by Grantee, its successors or assigns.

And the Grantor does covenant, promise and agree to and with Grantee, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except, as aforesaid and Grantor shall warrant and defend title to the property from and against all lawful claims and demands of all persons, claiming by, through or under Grantor but against no other persons.

This Deed is exempt from the real estate transfer taxes under MCLA, Sections 207.545(a) and 207.526(a) because the value of the monetary consideration given is less than One Hundred Dollars (\$100.00).

{Signatures appear on the next page}

IN WITNESS WHEREOF, Grantor has set its hand and corporate seal the day and year first above written.



ATTESTED BY:

GRANTOR: BASE CORPORATION

Theresa Annature Egle

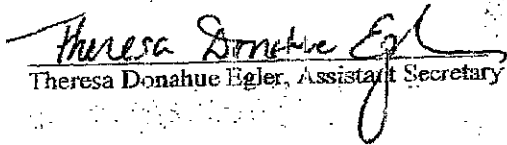
By: [Signature] (seal)

Philip E Kaplan  
Senior Vice President  
and Assistant Treasurer

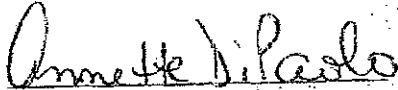
State of New Jersey, County of Morris

S.S.:

I certify that on August 26, 2003, Theresa Donahue Egler personally came before me, the subscriber, and acknowledged under oath, to my satisfaction that she is the Assistant Secretary of BASF Corporation; that she has attested to the signing of this Deed by Philip E. Kaplan, Senior Vice President and Assistant Treasurer of said corporation; that the execution, as well as the making of this Deed, has been duly authorized by said corporation; that she knows the proper seal of the corporation and the seal affixed is such seal; that she signed this proof to attest to the truth of these facts; that the full and actual consideration paid or to be paid for the transfer of title is One (\$1.00) Dollars, that said Deed was signed and delivered by Philip E. Kaplan, as and for the voluntary act and deed of the said corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness

  
Theresa Donahue Egler, Assistant Secretary

Sworn and subscribed to before me  
on this 26<sup>th</sup> day of August 2003



Annette Di Paolo  
Notary Public of New Jersey  
My Commission Exp. Mar. 3, 2006

Prepared By: Cathy R. Lakat  
Counsel, BASF Corporation  
3000 Continental Drive, North  
Mt. Olive, New Jersey 07828

Record & Return to: Joseph B. Urban  
Collins & Blaha, P.C.  
25505 W. Twelve Mile Road, Suite 1900  
Southfield, Michigan 48034

Schedule A

Permanent Parcel: 70-16-32-276-002 (Unimproved)

All that part of Blocks 1, 6, 7, A & B of Prospect Park Addition to City of Holland together with vacated streets and alleys encompassed therein, commencing at the southwest corner of Lot 7, Block 6, thence north along the east line of Columbia Avenue 223 feet, thence east 137 feet, thence north 366 feet to the north line of Lot 4, Block 1, thence east 297.6 feet north to the westerly line of the C&O railroad right of way, thence southeasterly along said right of way 990 feet to a point 150 feet south and 202 feet east, more or less, from the southeast corner of Lot 2, Block 7, thence west 202 feet, more or less, thence northwesterly to the southeast corner of Lot 4, Block 7 thence northwesterly 89 feet along a line connecting the southeast corner of Lot 4 and a point on the north line of Lot 5 and 30 feet west from the northeast corner thereof, thence northwesterly 120 feet to a point which is 108.3 feet east and 24 feet north of the northwesterly corner of Lot 8, Block 7, thence west 108.3 feet, thence north 42 feet to the north line of 22<sup>nd</sup> Street, thence west along the north line of 22<sup>nd</sup> Street to the place of the beginning.

16/08  
 Ottawa County Treasurer's Office 10-7-03  
 The records in my office show no unpaid taxes or special  
 assessments for the five years preceding  
 involving lands in this instrument.  
 Mary Richardson 18, Treasurer

Schedule B

Permitted Encumbrances

1. Defects, liens, encumbrances adverse claims or other matters, as may be shown and disclosed by an accurate survey
2. Liens for taxes and assessments not yet due and payable
3. Rights of the public and of any governmental unit in an part thereof taken, used or deeded for railroad purposes
4. Reservation of easement in the vacated street as evidenced by the instrument recorded January 23, 1967 in Liber 23 of Misc. Page 616
5. Terms, conditions and provisions which are recited in Resolution as recorded on August 17, 1971 in Liber 630, Page 979.
6. Declaration of Restrictive Covenant recorded in the office of the Ottawa County Register in Liber 4171 at Pages 951

LIBER 4171 - 10951

200200051657  
 Filed & Sealed for Record to  
 OTTAWA COUNTY, MI  
 GARY SCHULTEN R.D.D.  
 03-04-2305 AT 01:27:54 pm.  
 BEST COPY 32:00  
 OR Liber 4171 Page 151 - 155

## DECLARATION OF RESTRICTIVE COVENANT

✓ BASF Corporation (BASF), a Delaware corporation, is located at 3000 Continental Drive - North, Mount Olive, New Jersey, 07828-1234.

BASF is the record owner of land located in Holland, Ottawa County, Michigan, described in Exhibit A attached ("the land").

Whereas BASF has submitted corrective measures implementation plans (the "CMI Plans") under provisions of Part 111, Hazardous Waste Management, of 1994 P.A. 481, MCL 324.11101 et seq. as amended (Part 111) for remediation of environmental contamination associated with the Property located in Holland, Ottawa County, Michigan. The land and the Facility are herein referred to as the "Property". The CMI Plans, as approved by the Michigan Department of Environmental Quality ("Department") on April 25, 2000, June 7, 2000, and December 23, 2000 include corrective measures to achieve the limited residential land based cleanup criteria as defined in Part 201, Environmental Remediation, of 1994 P.A. 481, MCL 324.20101 et seq. as amended (Part 201), and the regulations promulgated thereunder. The following restrictive covenants are established by BASF as the sole owner of the Property pursuant to MCL 324.20120b to ensure the effectiveness and integrity of the corrective measures, and to ensure the care, maintenance, monitoring and long-term integrity of the Property for the protection of the health, safety, and welfare of the people of the State of Michigan and the natural resources and the environment of the State of Michigan.

1. Use of the Property, including use of the land and/or Facility, shall not disturb the final cover, liners, components of any containment system, or the function of any monitoring systems on or in the Property.
2. No one, including BASF, any purchaser of the record owner of the land, any purchaser of the land, or any of their agents, employees, heirs, successors, lessees, or assignees, shall engage in any development on the Property including any filling, grading, excavating, building, drilling or mining following completion of the remediation without obtaining prior written authorization from the Director of the Department.
3. BASF hereby grants to the Department and its designated representatives the right to enter the Property at reasonable times for the purpose of monitoring compliance with the CMI Plans, including the right to take samples, inspect the operation and determine the effectiveness of the corrective action measures, and inspect records.
4. The Property has been used to manage hazardous wastes.



LIBRAIRIE M952

5. Ownership of all or a portion of the land or facility shall not be conveyed without the owner of the land or facility sending prior written notice to the prospective purchaser(s) of the existence of these restrictive covenants.

Such notice shall include a copy of these restrictive covenants and shall be sent to the prospective purchaser(s) by certified mail with a copy sent to the Director of the Department.

6. BASF shall install the permanent markers that have been approved by the Department on each side of the Property which describe the restricted area and the nature of the prohibitions specified in the provisions of paragraphs number 1 and 2 above, and paragraph number 2 below.

NOW THEREFORE, BASF, pursuant to MCL 234.20120a(4), and the CMI Plans, BASF, the present Property owner (hereinafter, the "Owner") hereby acknowledges, consents and accepts the following restriction on the Property and covenants and agrees that:

1. The Owner shall restrict the uses of the Property to those uses compatible with the limited residential criteria as defined in MCL 234.20120a(1)(a), and the CMI Plans, or other use that is consistent with the assumptions and basis for the cleanup criteria established pursuant to Part 201. Cleanup criteria for corrective action plans are located in the Government Documents section of the State of Michigan Library.
2. The Owner shall restrict activities at the Property that may interfere with a corrective action, operation, and maintenance, monitoring, or other measures necessary to ensure the effectiveness and integrity of the corrective action.
3. The Owner shall install an exposure barrier consisting of 65 (mil) thick, not recycled black polypropylene geofabric material covered by nine (9) inches of topsoil and seeded with drought resistant grass, in the areas shown on the map attached hereto as Exhibit B. These areas of the Property are the restricted areas and Exhibit B contains the legal description of the restricted areas. The types of constituents and concentrations which necessitate the need for the exposure barriers within these restricted areas are set forth in Exhibit C. The geofabric material with the topsoil and seeded covers shall be maintained and kept in good condition and repair at all times.
4. The Owner shall restrict activities at the Property that may result in exposures above levels established in the CMI Plans. These activities include:

No excavation activities will be conducted in areas where a soil barrier layer and geofabric have been installed on the Property except in compliance with all applicable laws, rules or regulations.

All excavated soil or fill material must be disposed of off-site and must be properly transported and disposed in accordance with law.

The geofabric material will be maintained and repaired if breached.

The use of groundwater on-site is prohibited for all purposes, unless otherwise approved in writing by the Department.

Any temporary removal or displacement of the exposure barrier must be approved by the Department in writing and conducted in accordance with a site-specified health and safety plan as required in the CMI Plan approved on April 25, 2000.

5. BASF shall cause the installation of permanent markers that have been approved in writing by the Department on each side of the Property which describe the restricted areas and the nature of the prohibitions specified in the provisions of paragraphs number 1 and 2 on page 1 and number 2 on page 2 of this Restrictive Covenant and include the liber and page number of this restrictive covenant as recorded in the Ottawa County Register of Deeds.
6. The Owner shall provide notice to the Department of the Owner's intent to convey any interest in the Property at least before 14 days prior to consummating the conveyance or as otherwise required by law. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the Property Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant.
7. The Owner shall retain a copy of the CMI Plans which have been approved by the Department on-site in an available and accessible location which describe the restricted areas and nature of the prohibitions specified in this Restrictive Covenant and include the liber and page number of this Restrictive Covenant as recorded in the Ottawa County Register of Deeds.

The Owner also acknowledges that:

Surface and subsurface soils found on the Property must be managed in accordance with requirements of Part 201 and other applicable state and federal laws

Groundwater use, including certain contaminated groundwater which is migrating under the Property, shall be expressly prohibited.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

The restrictions shall run with the Property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the Department or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

198171 1954

If any provision of this Restrictive Covenant is also the subject of any law or regulations established by any federal, state or local government, the stricter of the two standards shall prevail.

The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the said Owner of the above described Property has caused this Restrictive Covenant to be executed on this 12<sup>th</sup> day of June, 2002.

Signed in the presence of:

BASF CORPORATION  
3000 Continental Drive, North  
Mt Olive, New Jersey



CR Wolf  
Witness (Print or type name)

By: [Signature]

Charles Waltz

W. Wayne E. Pearson

[Signature]  
Witness (Print or type name)

(Print or type name)

Cathy R. Lakab

Director of Real Estate

(Print or type Title)

STATE OF NEW JERSEY

COUNTY OF MORRIS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2002 before of office or agent, a Notary Public on behalf of BASF Corporation, a Delaware corporation, on behalf of the corporation to W. WAYNE E. PEARSON, Director of Real Estate.

[Signature]  
Notary Public

(Print or type name)  
(Commissioned in County, (State)  
My Commission Expires

Annette DeFazio  
Notary Public of New Jersey  
My Commission Exp. Mar. 3, 2006

Prepared by: (Type name of preparer)  
(Title and address)

Cathy R. Lakab, Counsel  
BASF Corporation  
3000 Continental Drive-North  
Mount Olive, NJ 07828



LIBER 171 18956

OVERALL PARCEL DESCRIPTION. Part of the NE 1/4 of Section 32, T5N, R15W, City of Holland, Ottawa County, Michigan, described as Commencing at the Northwest corner of Lot 5, Block 1, Prospect Park Addition to the City of Holland, Ottawa County, Michigan, as recorded in Liber 4 of Plans on Page 32; thence S89°59'21"E 127.00 feet along the North line of said Block 1 to a point which is 27.00 feet East of the NW corner of Lot 4, of said Block 1, said point being the Point of Beginning, thence S00°00'39"W 266.05 feet parallel with West line of said Block 1 extended to the South line of the North 36.00 feet of Block 6, Prospect Park Addition, thence N89°59'21"W 127.00 feet along said South line, thence S00°00'39"W 228.00 feet along the West line of said Block 6; thence S89°59'21"E 166.23 feet along the South line of said Block 6 to the intersection of said South line with the extended West line of Block 7, Prospect Park Addition, thence S00°00'39"W 42.00 feet along said West line extended, thence S89°59'21"E 108.30 feet parallel with the centerline of vacated 23rd Street, thence S57°05'46"E 120.36 feet to Reference Point "A" (said Reference Point "A" described as Beginning at the NE corner of Lot 5, Block 7, Prospect Park Addition, thence N89°59'21"W 30.00 feet along the North line of said Lot 5, thence S33°40'46"E 60.00 feet along a line which, if extended, would intersect the SE corner of Lot 4, Block 7, Prospect Park Addition, to Reference Point "A"); thence S33°40'46"E 264.50 feet to a point 150.00 feet South of the SE corner of Lot 2 of said Block 7, thence S89°59'21"E 203 feet, more or less, to a point 42.00 feet East of the Westside Right-of-Way line of the C & O Railroad, as described in Liber 13, Page 137; thence North westerly 275 feet, more or less, parallel and adjacent with the centerline of said railroad to the North line of said Block 1, thence N89°59'21"W 302 feet, more or less, along said North line to the Point of Beginning. Containing 8.3 acres, more or less. Subject to easements, restrictions, and right-of-way of record.

LIBRARY #957

**EXHIBIT B**

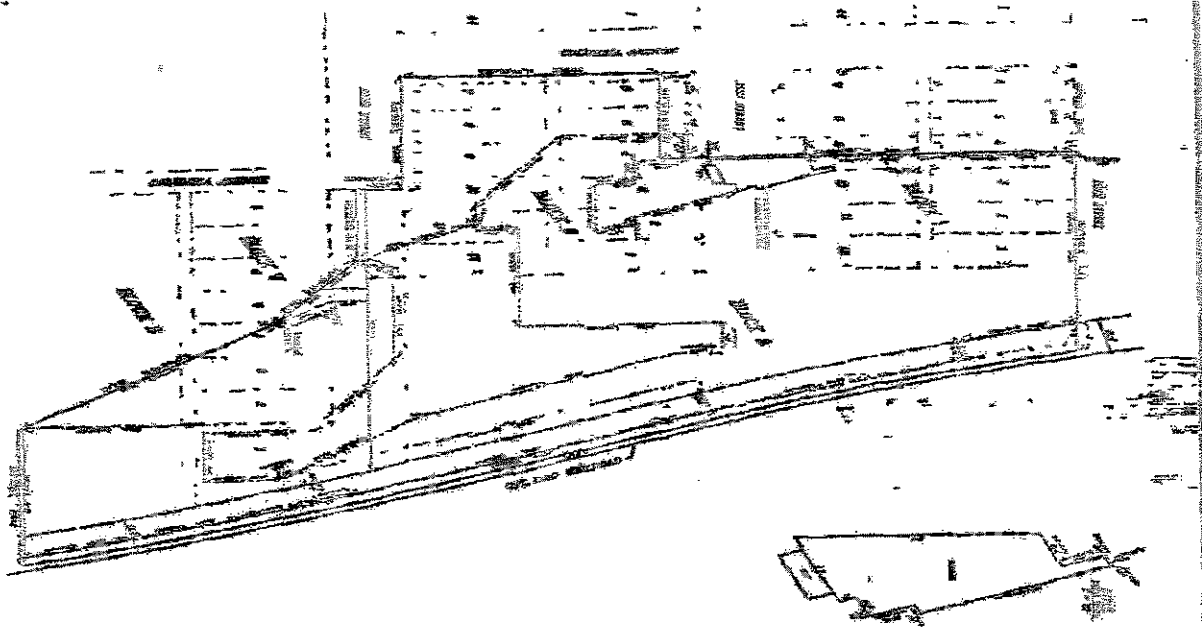
*Map showing the Restricted Areas including Legal Description*

~~GEORGE W. WOODS - DEED - PETERSON~~

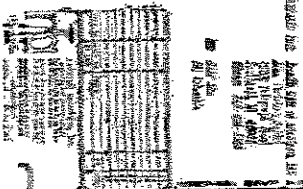
08/11/03 10:26 FAX 819 846 8121

ARCADIS GEN OF MICHIGAN

171 0958



THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON.



LIBRARY 1955

**EXHIBIT C**

*List of Parameters of Concern in Soils and Groundwater*

The following three chemicals:

Arsenic

Lead

Tribromobenzene



0006658  
Filed/ Sealed For Record in  
Ottawa County, MI  
Gary Scholten R.D.D.  
07/03/2016 At 2:37:58 P.M.  
AMEND RESTRICTIVE COVENANTS \$23.00  
Liber 00442 Fee \$100



0006658

AMENDED DECLARATION OF RESTRICTIVE COVENANT

This Amended Declaration of Restrictive Covenant amends the Declaration of Restrictive Covenant previously recorded at Liber 4171, PG 951-59 with the Register of Deeds of the County of Ottawa, Michigan (the "Restrictive Covenant").

Black River Public School ("BRPS") is a Michigan Public School Academy, located at 491 Columbia Avenue Holland, MI 49423-4838.

BRPS is the record owner of land located in Holland, Ottawa County, Michigan, as described in the Restrictive Covenant, having received conveyance of same from its prior owner, BASF Corporation, by deed recorded at Liber 004286 Pg 00281 with the Register of Deeds of the County of Ottawa, Michigan.

The Restrictive Covenant is hereby amended as follows:

A portable classroom structure and ancillary improvements have been made as detailed in Exhibit A, attached to this Amended Declaration of Restrictive Covenant, and the piers have impacted the barrier as detailed in the Restrictive Covenant as detailed in the attached Exhibit B.

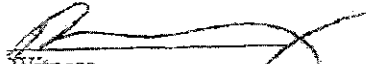
Paragraph 4 of page 952 of the Restrictive Covenant is hereby amended to include the following:

Other than the south portable, installed following the date of the Restrictive Covenant and as detailed on Exhibit A to this Amended Declaration of Restrictive Covenant after prior approval from the Michigan Department of Environmental Quality, no excavation activities will be conducted in areas where a soil barrier layer and geofabric have been installed except in compliance with all applicable laws, rules or regulations.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Signed in the presence of:

Black River Public School, a  
Michigan Public School Academy

  
Witness  
[print or type name]

By: 

Print or type name

Mitchell W. Pedros

AMBER J. VERBURG

Its authorized: President of the

Witness

[print or type name]

Print or type title

David M. Angerer  
David M. Angerer  
State of Michigan

Board of Trustees

County of Ottawa

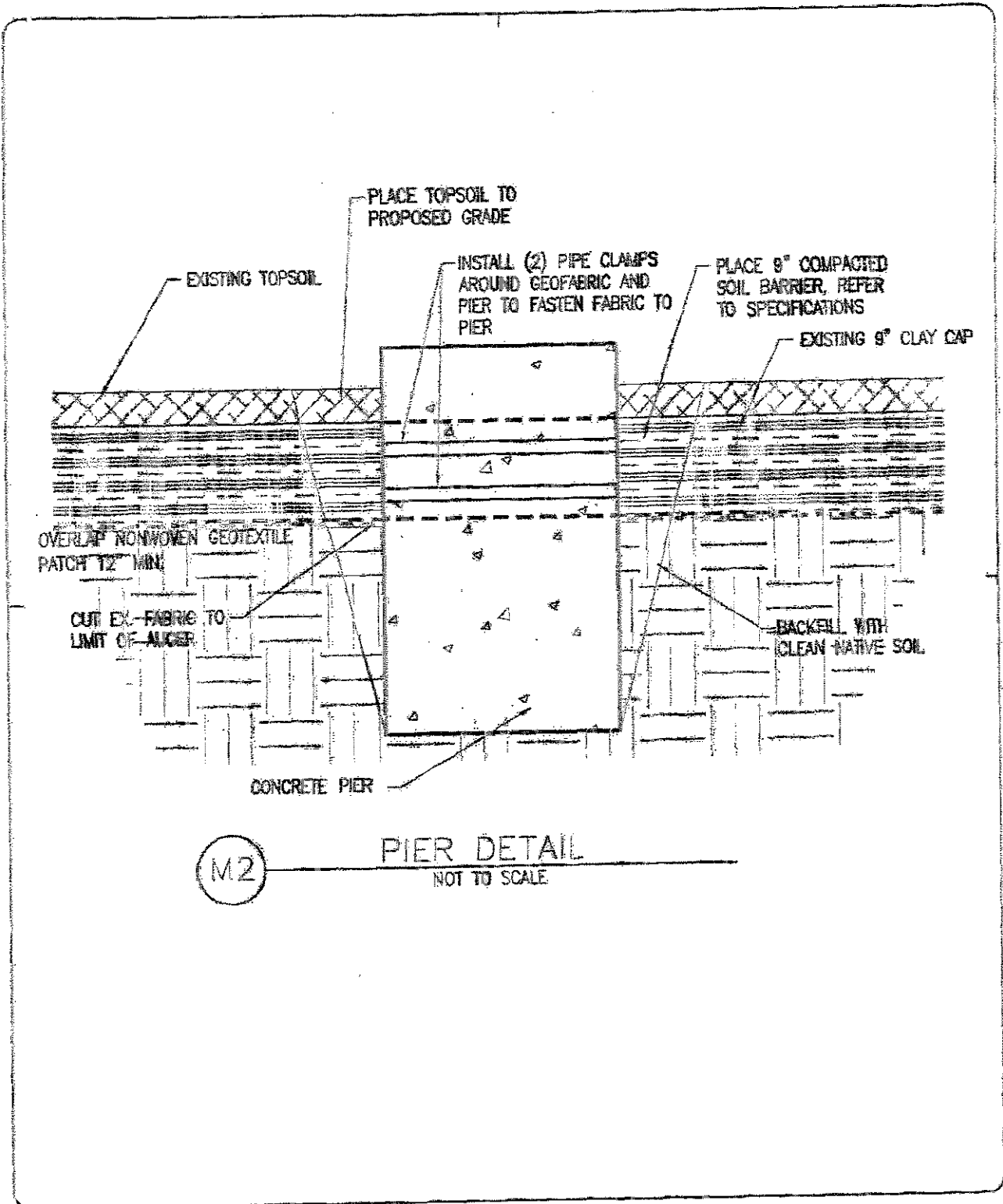
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January 2002 by Mitchell W. Pedros, President of [name of officer or agent and title in Board of of officer or agent of BRPS], the authorized officer/agent of Black River Public School, a Trustee Michigan Public School Academy.

  
Notary Public  
County of     , State of Michigan  
My Commission Expires:     

AMBER J. VERBURG  
Notary Public, Allegan County, MI  
Acting in Ottawa County, MI  
My Commission Expires July 16, 2004

Prepared by and when recorded return to:

✓ Joseph B. Urban  
25505 W. Twelve Mile Road  
Suite 1900  
Southfield, MI 48034  
(248) 354-1140

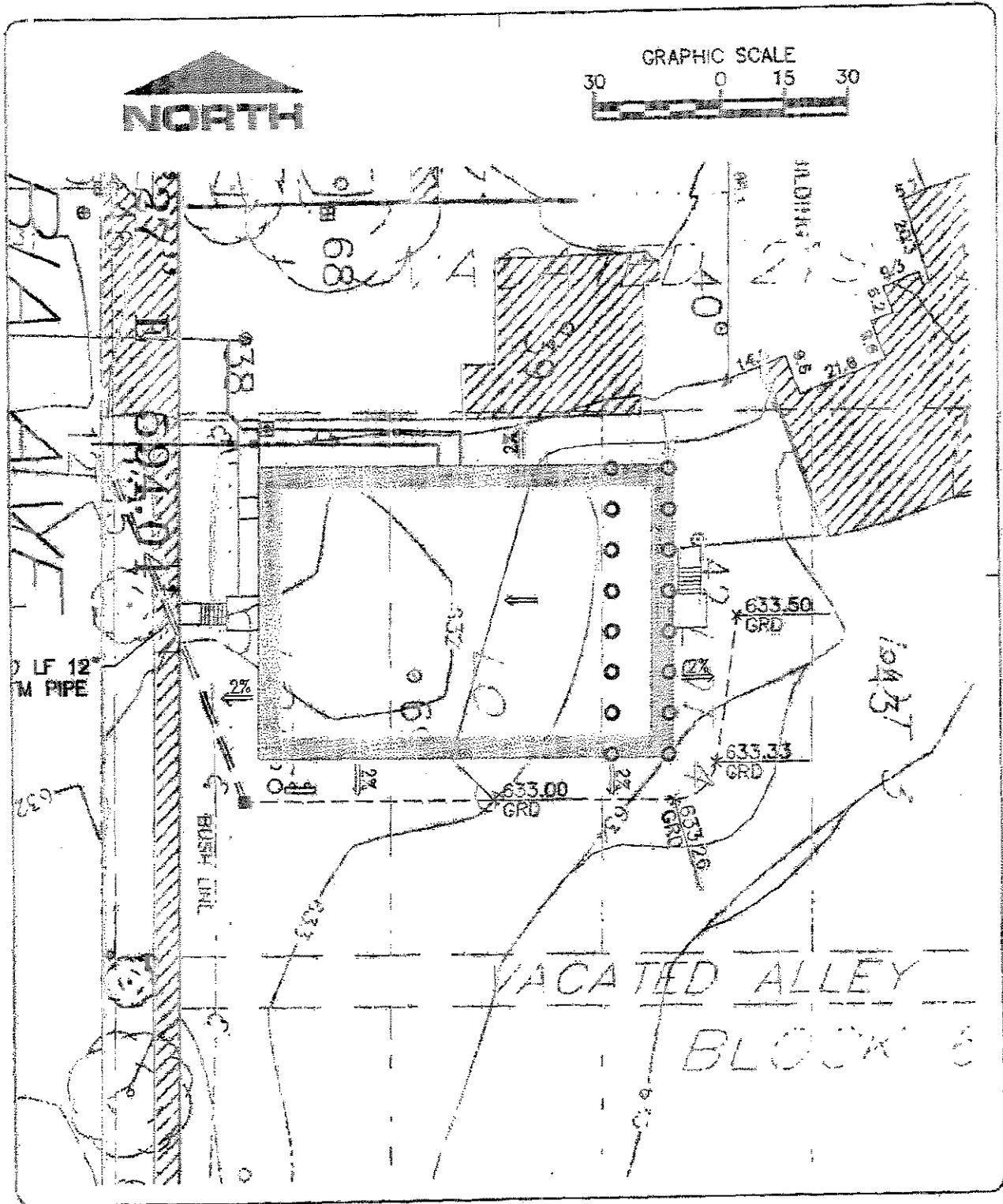


M2

PIER DETAIL  
NOT TO SCALE

TITLE
PIER DETAIL
INTEGRA DESIGN GROUP, LLC 648 MONROE AVE., STE 210, GRAND RAPIDS, MI 49503

DATE 12/18/2003	JOB NO. 391802
DR. DLD	SKETCH NO.
CK. BEJ	Exhibit "A"



TITLE  
**PIER LAYOUT**  
INTEGRA DESIGN GROUP, LLC  
648 MONROE AVE., STE 210, GRAND RAPIDS, MI 49503

DATE 12/18/03	JOB NO. 391802
DR. DLD	SKETCH NO.
CK. BEJ	Exhibit "B"

EXISTING LOT

COLUMBIA AVENUE

EXISTING BUILDING  
P. 107

NEW BUILDING

NEW PARKING

DEPT. OF LANE

215<sup>th</sup> STREET

RESIDENTIAL

4TH-5TH

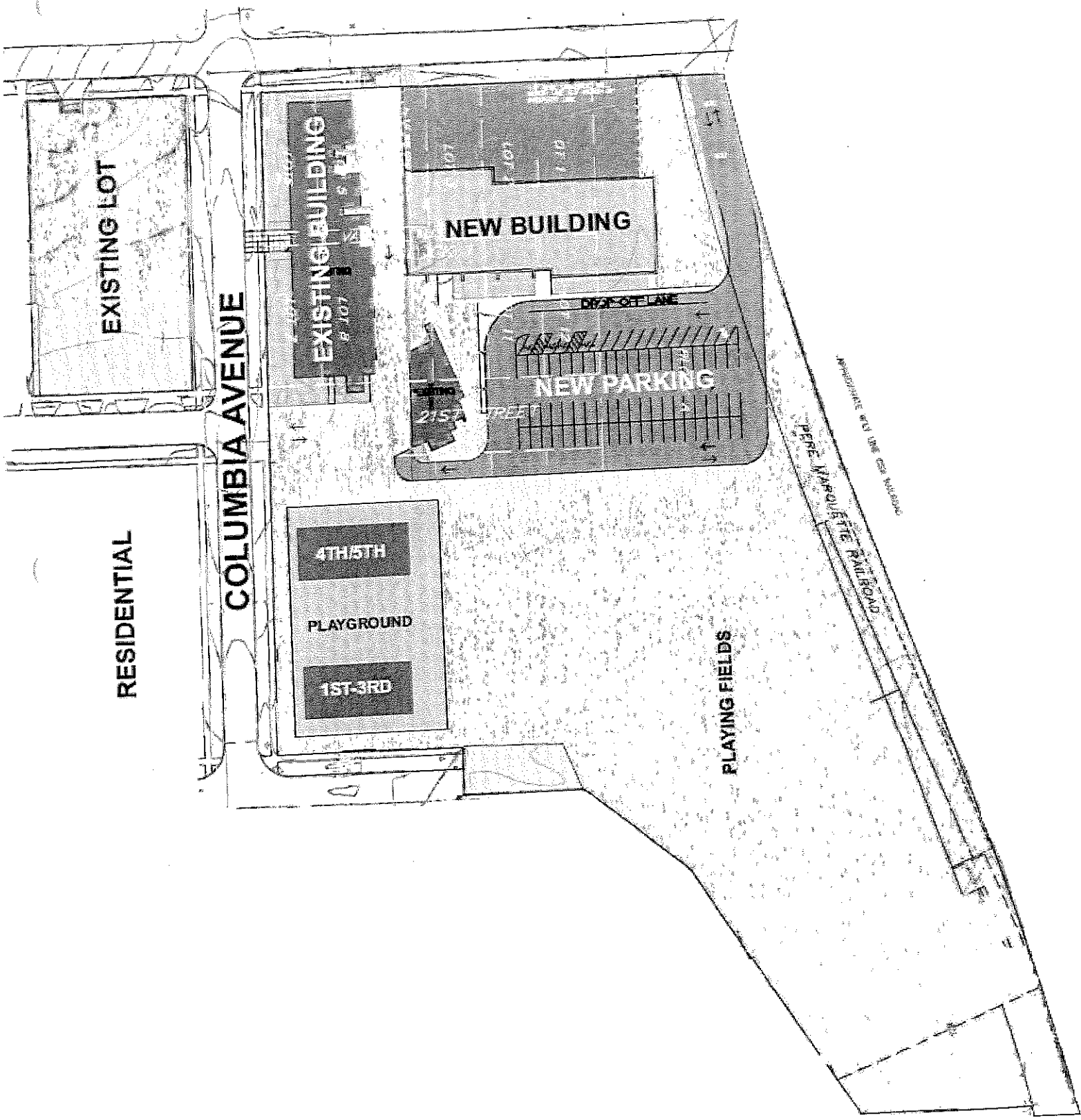
PLAYGROUND

1ST-3RD

PLAYING FIELDS

PIPER MARQUE SITE PAUL ROAD

APPROXIMATE 1/4" LINE (SEE MODEL)





**CITY OF HOLLAND  
 CERTIFICATE OF OCCUPANCY  
 DEPARTMENT OF  
 ENVIRONMENTAL HEALTH**

OCO03139  
 12/09/03

<b>ADDRESS:</b> 491 COLUMBIA AVE	
<b>TAX PARCEL #</b> 70-16-32-276-001	
<b>CONSTRUCTION TYPE:</b> 5B	<b>ZBA ACTION:</b> 99.33
<b>ZONE DISTRICT:</b> ED	<b>OCCUPANT LOAD:</b>
<b>PERMIT #</b> PBD030588	<b>BFD VARIANCE:</b> N/A
<b>USE GROUP:</b> E	
<b>PARKING SPACES</b> <b>REQUIRED:</b> <u>No</u>	<b>SPRINKLER DATA:</b>
<b>PROVIDED:</b> <u>Change</u>	
<b>Site Plan Approval:</b> Yes    No	<b>SPRINKLER SYSTEM</b> _____
<b>Date:</b> <u>N/A</u>	<b>SPRINKLER REQUIRED</b> _____
	<b>HAZARD CLASSIFICATION</b> <u>N/A</u>
	<b>DEMAND AT BASE OF RISER</b>
	<b>GALLONS/MINUTES</b> 0    PSI    0

**Work description:**  
 Modular unit for Black River Schools

**Additional pertinent information:** MI RES CODE 2000

**NON-TRANSFERABLE**

*\*\*Issuance indicates compliance with local regulations only.*

**Building Official**

Issued pursuant to provisions of Sec. 13, Act 230 P.A. 1972 (may be subject to other non-local governmental approval) Appears to meet code and ordinance.

BUREAU OF CONSTRUCTION  
 CODES AND FIRE SAFETY  
 P.O. Box 30700  
 Lansing, MI 48909-6200  
 www.michigan.gov/bccfs

DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
**INSPECTION REPORT**

FACILITY NAME Black River Public School	INSPECTION DATE 12/04/03	COUNTY Ottawa	PROJECT 23478
ADDRESS 491 Columbia Avenue	FACILITY TYPE Public School	RULES/CODES School - 99	JOHNLIC/FAC. NO.
CITY, STATE ZIP CODE Holland, MI 49423	FACILITY REPRESENTATIVE David Angerer	INSPECTION TYPE Inspection - Re-check	
FACILITY PHONE	PHONE 2	FACILITY FAX 616-355-0057	

**RE: RELOCATABLE PORTABLE**

A re-check fire safety inspection was completed this date. This report may be considered final fire safety certification of this project.

**INFORMATION:**  
 BCC has delegated city of Holland as the inspection authority for Black River Schools

Note that this school project was reviewed and inspected under authority of Act 628 of the Public Acts of 2002. The full approval indicated on this project only pertains to fire safety approval; IT DOES NOT GRANT OCCUPANCY APPROVAL. Occupancy approval will be granted by the building official having jurisdiction.

**NOTE:**  
 Units had Michigan pre-manufactured authority sticker applied although they were not fabricated.

23478.doc

- cc Facility Rep.
- City of Holland Building Inspector Dan Thelle FAX# 616-355-1346
- Sean McCarthy, Innovative Modular Solutions FAX# 630-305-3695
- DOE-Alex Davianter
- Steve Jurczuk, Design Works FAX# 454-9415
- Holland FD

FIRE SAFETY CERTIFICATION Final Fire Safety Certification	PROJECT STATUS Closed	REVIEWED BY
INSPECTING OFFICIAL Geoffrey Horvath	ADDRESS 2322 Fuller NE, Suite 114 Grand Rapids Michigan 49505	
SIGNATURE OF OFFICIAL	TELEPHONE (616) 447-2692	
	FAX (616) 447-2668	
	E-MAIL g.horva@michigan.gov	
The Department of Consumer & Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.		Authority: PA207 of 2001, as amended Completion: Required Penalty: Misdemeanor



**CITY OF HOLLAND  
 CERTIFICATE OF OCCUPANCY  
 COMMUNITY AND  
 NEIGHBORHOOD SERVICES**

OCO07117  
 ISSUE DATE: 11/05/2007

<b>PROPERTY ADDRESS:</b> 200 E 20TH ST			
<b>TAX PARCEL #</b> 70-16-32-276-002			
<b>OWNER:</b> BLACK RIVER PUBLIC SCHOOL			
<b>MAILING ADDRESS:</b> 491 COLUMBIA AVE		HOLLAND	MI
<b>PROJECT:</b>		<b>ZONE DISTRICT:</b>	ED
<b>BUILDING PERMIT(S):</b>	PBD070112	<b>CONSTRUCTION CODE:</b>	
<b>ELECTRICAL PERMIT(S):</b>	PELFX061100 PELFX071096	<b>CONSTRUCTION TYPE:</b>	5B
<b>PLUMBING PERMIT(S):</b>	PPFX070055 PPL070036	<b>USE GROUP:</b>	E
<b>MECHANICAL PERMIT(S):</b>	PMCFX06890 PMCFX0794	<b>DESIGN OCCUPANT LOAD:</b>	0
<b>LAND USE:</b>		<b>SITE PLAN APPROVAL:</b>	
<b>TRUNKAGE:</b>		<b>ZBA ACTION:</b>	
		<b>SPRINKLER DATA:</b>	
		<b>SPRINKLER SYSTEM</b>	<u>    N    </u>
		<b>SPRINKLER REQUIRED</b>	<u>    N    </u>

**Portion of building considered:**

Black River Schools- Kindergarten remodel per sealed plan and application

This portion of the structure has been inspected for compliance with the requirements of this code,  
 Michigan Building Code 2003 for the Occupancy Use Group.

**NON-TRANSFERABLE**

*\*\*Issuance indicates compliance with local regulations only.*

**COPY**

**Todd Szakacs, Fire**

**Daniel Theile, Building**

Issued pursuant to provisions of Sec. 13, Act 230 P.A. 1972 (may be subject to other non-local governmental approval) Appears to meet code and ordinance.





**CITY OF HOLLAND  
 CERTIFICATE OF OCCUPANCY  
 COMMUNITY AND  
 NEIGHBORHOOD SERVICES**

OCO04090

ISSUE DATE: 09/10/2004

<b>PROPERTY ADDRESS:</b> 509 COLUMBIA AVE			
<b>TAX PARCEL #</b> 70-16-32-276-002			
<b>OWNER:</b>	BLACK RIVER PUBLIC SCHO		
<b>MAILING ADDRESS:</b>	491 COLUMBIA AVE	HOLLAND	MI 49423
<b>PROJECT:</b>	JCIA040016	<b>ZONE DISTRICT:</b>	ED
<b>BUILDING PERMIT(S):</b>	PBD040295	<b>CONSTRUCTION CODE:</b>	MI RES CODE 2000
<b>ELECTRICAL PERMIT(S):</b>	PEL040179	<b>CONSTRUCTION TYPE:</b>	5B
<b>PLUMBING PERMIT(S):</b>	PPFX040097	<b>USE GROUP:</b>	E
<b>MECHANICAL PERMIT(S):</b>		<b>DESIGN OCCUPANT LOAD:</b>	0
<b>LAND USE:</b>		<b>SITE PLAN APPROVAL:</b>	
<b>TRUNKAGE:</b>		<b>ZBA ACTION:</b>	
		<b>SPRINKLER DATA:</b>	
		<b>SPRINKLER SYSTEM</b>	N
		<b>SPRINKLER REQUIRED</b>	N

**Portion of building considered:**

Install new portable class room & related site work per sealed plan & application

This portion of the structure has been inspected for compliance with the requirements of this code, Michigan Building Code 2006 for the Occupancy E Use Group.

**NON-TRANSFERABLE**

*\*\*Issuance indicates compliance with local regulations only.*

**COPY**

**DanTheile, Building Official**

Issued pursuant to provisions of Sec. 13, Act 230 P.A. 1972 (may be subject to other non-local governmental approval) Appears to meet code and ordinance.



**CITY OF HOLLAND  
 CERTIFICATE OF OCCUPANCY  
 COMMUNITY AND  
 NEIGHBORHOOD SERVICES**

OCO03139

ISSUE DATE: 12/09/2003

<b>PROPERTY ADDRESS:</b> 509 COLUMBIA AVE	
<b>TAX PARCEL #</b> 70-16-32-276-002	
<b>OWNER:</b> BLACK RIVER PUBLIC SCHO	
<b>MAILING ADDRESS:</b> 491 COLUMBIA AVE HOLLAND MI 49423	
<b>PROJECT:</b>	<b>ZONE DISTRICT:</b> ED
<b>BUILDING PERMIT(S):</b> PBD030588	<b>CONSTRUCTION CODE:</b> MI RES CODE 2000
<b>ELECTRICAL PERMIT(S):</b> PEL090186	<b>CONSTRUCTION TYPE:</b>
<b>PLUMBING PERMIT(S):</b>	<b>USE GROUP:</b> E
<b>MECHANICAL PERMIT(S):</b>	<b>DESIGN OCCUPANT LOAD:</b> 0
<b>LAND USE:</b>	<b>SITE PLAN APPROVAL:</b>
<b>TRUNKAGE:</b>	<b>ZBA ACTION:</b>
	<b>SPRINKLER DATA:</b>
	<b>SPRINKLER SYSTEM</b> <u>      N      </u>
	<b>SPRINKLER REQUIRED</b> <u>      N      </u>

**Portion of building considered:**

Modular unit for Black River Schools

This portion of the structure has been inspected for compliance with the requirements of this code,  
 Michigan Building Code 2006 for the Occupancy E Use Group.

**NON-TRANSFERABLE**

*\*\*Issuance indicates compliance with local regulations only.*

**COPY**

**DanTheile, Building Official**

Issued pursuant to provisions of Sec. 13, Act 230 P.A. 1972 (may be subject to other non-local governmental approval) Appears to meet code and ordinance.

Building permit PBD030588 Code:

Property : 491 COLUMBIA AVE

Parcel: 70-16-32-276-001

Sub: Lot: Block:

Construction Type: Use Group:

---

Owner : BLACK RIVER PUBLIC SCHOOL

Phone:

Occupant : BLACK RIVER PUBLIC SCHOOL

Phone:

Applicant : Aim Construction

Phone: 616 682 4797

Contractor: AIM Construction

Phone: 616 682 4797

Licensee : Aim Construction

Phone: 616 682 4797

Issued: 08/08/2003

Expires: 02/21/2004

Description

Modular unit for Black River Schools

Fee Information

premanufacture classrooms

50

Inspection Information

#: 1 Type: Final

Inspector: Dan Theile

Status: Completed

Result: Partial Approv.

Scheduled: 08/25/2003 00:00 am Completed: 08/25/2003 00:00 am

→ Deficiency: items left

— Status: Uncorrected

1. State Fire Marshall final approval (temporary given 8-25-03)

2. Staircases risers must be the same height and landings must be flat.

3. Handrail extensions and height.

---

Building permit PBD030588 Code:

Property : 491 COLUMBIA AVE

Parcel: 70-16-32-276-001

Sub: Lot: Block:

Construction Type: Use Group:

---

Owner : BLACK RIVER PUBLIC SCHOOL

Phone:

Occupant : BLACK RIVER PUBLIC SCHOOL

Phone:

Applicant : Aim Construction

Phone: 616 682 4797

Contractor: AIM Construction

Phone: 616 682 4797

Licensee : Aim Construction

Phone: 616 682 4797

Issued: 08/08/2003

Expires: 02/21/2004

Description

Modular unit for Black River Schools

Fee Information

premanufacture classrooms

50

Inspection Information

#: 1 Type: Final

Inspector: Dan Theile

Status: Completed

Result: Partial Approv.

Scheduled: 08/25/2003 00:00 am

Completed: 08/25/2003 00:00 am

→ Deficiency: items left

— Status: Uncorrected

1. State Fire Marshall final approval (temporary given 8-25-03)

2. Staircases risers must be the same height and landings must be flat.

3. Handrail extensions and height.

---

**INSPECTION REPORT**  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF FIRE SERVICES  
FIRE MARSHAL DIVISION

FACILITY NAME Black River Public School	INSPECTION DATE 8-16-2007	COUNTY Ottawa	PROJECT 52212
ADDRESS 491 Columbia Ave.	FACILITY TYPE School-Public	RULES/CODES School - 99	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE Holland, MI 49423	FACILITY REPRESENTATIVE		INSPECTION TYPE Recheck
FACILITY PHONE	PHONE 2	FACILITY FAX	

**RE: ADDITION AND REMODELING**

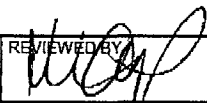
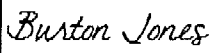
A recheck fire safety inspection was completed this date. Deficiencies noted in prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

Note that this school project was reviewed and inspected under authority of Act 628 of the Public Acts of 2002. The full approval indicated on this project only pertains to fire safety approval; IT DOES NOT GRANT OCCUPANCY APPROVAL. The building official having jurisdiction will grant occupancy approval.

This project was reviewed and inspected under authority of Act 207 of 1941, as amended. The approval indicated on this project pertains only to fire safety approval. Inspections and approval of other applicable systems, i.e., building, boiler, electrical, mechanical, plumbing and elevator installations will be conducted by the applicable authority having jurisdiction.

52212 08-16-2007

cc: Facility  
Design Works A/E  
Lakewood  
Alex Davlantes, DOE  
City of Holland  
Holland FD

FIRE SAFETY CERTIFICATION Approved	PROJECT STATUS Closed	REVIEWED BY 
INSPECTING OFFICIAL Burton Jones	ADDRESS	2922 Fuller NE, Suite 114 Grand Rapids, MI 49505
SIGNATURE OF OFFICIAL 	TELEPHONE	616-447-2691
	FAX	616-447-2668
	E-MAIL	bjones@michigan.gov
The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.		Authority: PA207 of 1941, as amended Completion: Required Penalty: Misdemeanor

BFS-40 (Rev. 1/07)

Distribution: Architect, BFS Central/Field Office, BHS/DHS/DOC/DOE, Facility, Local Fire Department



**Holland**  
MICHIGAN

# CERTIFICATE OF OCCUPANCY

## Community and Neighborhood Services

*Science*

CERTIFICATE #: OF16006

ISSUE DATE: 01/15/16

<b>PROJECT ADDRESS:</b> 513 E COLUMBIA AVE	
<b>TAX PARCEL #:</b> 70-16-32-276-002	
<b>OWNER OF RECORD:</b> BLACK RIVER PUBLIC SCHOOL 491 COLUMBIA AVE HOLLAND MI 49423	
<b>CONSTRUCTION TYPE:</b> 5B  <b>PERMIT #</b> PBD150383  <b>USE GROUP:</b> E  <b>OCCUPANT LOAD:</b> 123  <b>CODE EDITION:</b> 2009 MRC	<b>SPRINKLER DATA:</b>  SPRINKLER SYSTEM <input type="radio"/> SPRINKLER REQUIRED <input type="radio"/>
<b>Work Description:</b> 491 Columbia Ave. Black River Public School--Science Building	

This portion of the structure has been inspected for compliance with the requirements of this code for the use group indicated above.

***NON-TRANSFERABLE***

*\*\*Issuance indicates compliance with local regulations only.*

**Building Official**

Dan Theile

Issued pursuant to provisions of Sec. 13, Act 230 P.A. 1972 (may be subject to other non-local governmental approval) Appears to meet code and ordinance.



**Holland**  
MICHIGAN

# CERTIFICATE OF OCCUPANCY

## Community and Neighborhood Services

CERTIFICATE #: OF16007

ISSUE DATE: 01/15/16

*New El.*

<b>PROJECT ADDRESS:</b> 513 E COLUMBIA AVE	
<b>TAX PARCEL #:</b> 70-16-32-276-002	
<b>OWNER OF RECORD:</b> BLACK RIVER PUBLIC SCHOOL	491 COLUMBIA AVE
HOLLAND	MI 49423
<b>CONSTRUCTION TYPE:</b> 2B  <b>PERMIT #</b> PBD150066  <b>USE GROUP:</b> E  <b>OCCUPANT LOAD:</b> 950  <b>CODE EDITION:</b> 2009 MRC	<b>SPRINKLER DATA:</b>  SPRINKLER SYSTEM <input type="radio"/> SPRINKLER REQUIRED <input type="radio"/>
<b>Work Description:</b> 492 Columbia new elementary school	

This portion of the structure has been inspected for compliance with the requirements of this code for the use group indicated above.

***NON-TRANSFERABLE***

*\*\*Issuance indicates compliance with local regulations only.*

**Building Official**

Dan Theite

Issued pursuant to provisions of Sec. 13, Act 230 P.A. 1972 (may be subject to other non-local governmental approval) Appears to meet code and ordinance.