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

**ISSUED BY**

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

**ISSUED TO**

**MARTIN LUTHER KING JR. EDUCATION CENTER ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**MARTIN LUTHER KING JR. EDUCATION CENTER ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 13, 2018**

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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Martin Luther King Jr. Education Center Academy (the “Academy”), to be effective July 13, 2018, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

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

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Accountability Plan** means a Community District accountability plan established, implemented, and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- d) **Applicable Law** means all state and federal law applicable to public school academies.
- e) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- f) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- g) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- h) **Charter School** means public school academy.



- i) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- j) **Community District** means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- k) **Conservator** means an individual appointed by the University President in accordance with Section 10.10 of these Terms and Conditions.
- l) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- m) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- 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 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools

Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

- q) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- r) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- 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 Order 2017-05 and codified at MCL 388.1282.
- w) **State School Reform/Redesign Officer** means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- x) **Superintendent** means the Michigan Superintendent of Public Instruction.
- y) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.

- z) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- aa) **University Board** means the Grand Valley State University Board of Trustees.
- bb) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- cc) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- dd) **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.
- ee) **University President** means the President of Grand Valley State University or his or her designee.

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

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

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

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

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

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

exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## ARTICLE II

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

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

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

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

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

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

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

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

- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.5. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. This fee may also be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

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

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

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

ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.9. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

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

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

Section 2.12. Charter Schools Office Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of

facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Office Director as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Office Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Office Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Office Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Office Director. By not disapproving a proposed transaction, the Charter Schools Office Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

### **ARTICLE III**

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

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

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



Section 3.3. Academy Board Members Serve in their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board at any time.

## **ARTICLE IV**

### **PURPOSE**

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

## **ARTICLE V**

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

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

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

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

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the

Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board members as set by the Authorizing Resolution.

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

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

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;

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

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

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

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

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

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

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

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

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

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

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

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

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

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

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

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

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

Section 6.17. Academy Site is Former Site of Closed Community School District School; State School Reform/Redesign Officer Approval Required. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last 3 years, then the University Board shall not issue the Contract unless (a) the new Academy site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the application process.

Section 6.18. New Public School Academies Located within the Boundaries of a Community District. If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, 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 will have a substantially different governance, leadership, and curriculum than the public school previously operating at that site:

- 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), of the public schools in this State that the State School Reform/Redesign Office has

determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.

- b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years;
- c) The Academy's proposed site is not 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.

Section 6.19. Community District Accountability Plan. If any part of the Academy's proposed school site(s) is located within the geographical boundaries of a Community District, then the Academy shall comply with the Accountability Plan. This provision shall not apply if a statewide accountability system is enacted into law replacing the Accountability Plan.

Section 6.20. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

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

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

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

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

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

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

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. 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 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy’s borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. 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 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

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

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

Section 9.3. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the University President or Designee after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Licensing and Regulatory Affairs, Corporate Division.

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



with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.4.

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

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

Section 9.7. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

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

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

resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any 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. 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 as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, 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 the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the State School Reform/Redesign Officer, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer or appointing a Chief Executive Officer to take control of the Academy site(s);

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code; or

(iii) the imposition of a school improvement plan by the State School Reform/Redesign Officer following the rescission of the State's Automatic Closure Notice, as defined in Section 10.7.

(c) Automatic Termination Caused by Placement of Academy in State School Reform/Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District or that a Chief Executive Officer will be appointed to take control of an Academy school building pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination for Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the

initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

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

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; or (v) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The

University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

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

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

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

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with

the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;

- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.16 of the Terms and Conditions.

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

- a) Notice of Intent to Revoke. The CSO Director, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of

Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance 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) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy.

Reconstitution of the Academy does not prohibit the State School Reform/Redesign Officer from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s). If, however, the Academy is located within the boundaries of the Community District and an Accountability Plan is in place, the CSO shall notify the State School Reform/Redesign Officer of the Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not subject to automatic closure by the State School Reform/Redesign Officer under the Accountability Plan.

- 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 Michigan Department of Education.

- 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 or Placed in State School Reform/Redesign District; Economic Hardship Termination. Except as otherwise noted in this Section, if the University Board is notified by the State School Reform/Redesign Officer that either (i) an Academy is subject to closure under section 507 of the Code, MCL 380.507 (“State’s Automatic Closure Notice”), or (ii) an Academy site is being placed in the State School Reform/Redesign District (“State’s Reform District Notice”) pursuant to section 1280c(6) of the Code, MCL 380.1280c(6), 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 or the State’s Reform District Notice. If the State’s Automatic Closure Notice or State’s Reform District Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which either the State’s Automatic Closure Notice or the State’s Reform District Notice is received without any further action of the University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

If the Charter Schools Office Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, then the Charter Schools Office 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, the State's Reform District Notice, or an Economic Hardship Termination under this Section 10.7.

Following receipt of the State's Automatic Closure Notice or State's Reform District 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 or the State's Reform District Notice, including the granting of any hardship exemption rescinding the State's Automatic Closure Notice, shall be directed to the State School Reform/Redesign Officer, in a form and manner determined by that State School Reform/Redesign Office or the Michigan Department of Education.

If the State School Reform/Redesign Officer rescinds the State's Automatic Closure Notice for an Academy site or sites, the Academy is not required to close the identified site(s), but shall present to the CSO the proposed Contract amendments incorporating the State School Reform/Redesign Officer's school improvement plan for the identified site(s).

Section 10.8. Material Breach of Contract. If the University Board receives notice that (i) an order has been issued by the State School Reform/Redesign Officer under Section 1280c(2) of the Code, MCL 380.1280c(2), placing an Academy site or sites under the supervision of the State School Reform/Redesign Officer; or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of an Academy site or sites pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Office Director may, at his or her discretion, deem such actions a material breach of this Contract. If the Charter Schools Office Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Officer Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan within thirty (30) days that is acceptable to the Charter Schools Office Director. In addition to other matters, the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to section 1280c of the Code, MCL 380.1280c.

The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to revoke, terminate, or suspend this Contract. If the Charter Schools Office Director determines that the Academy is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to the University, the Charter Schools Office Director shall recommend that the University Board terminate the Contract at the end of the current school year. If the University Board approves to terminate the Contract under this Section 10.8, the Contract shall be terminated at the end of the current school year without any further

action of either party. If this Contract is terminated pursuant to this Section 10.8, the termination and revocation procedures in Section 10.2 and Section 10.6 shall not apply.

Section 10.9. 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 10.9. This Section 10.9 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 10.10. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- b) institute and defend board actions by or on behalf of the Academy;
- c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- d) hire, fire, and discipline employees of the Academy;
- e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;

- f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and
- g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- 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 of one million dollars (\$1,000,000);
- 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 insurance 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 and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 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 be an “A” best rating 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 as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. 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 President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. 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 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) As required, 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 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.

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; Compliance with School Safety 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 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 State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

- a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil’s education records. This does not prohibit the Academy Board from:
  - i. for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;
  - ii. providing the information to a person or entity as necessary for standardized testing that measures a student’s academic progress and achievement; or

- iii. providing the information as necessary to a person that is providing educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- b) The terms “education records” and “personally identifiable information” shall have the same meaning as defined in 34 CFR 99.3.

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

- a) Within thirty (30) days after receiving a written request from a student’s parent or legal guardian, the Academy shall disclose without charge to the student’s parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student’s education records.
- b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student’s parent or legal guardian, the Academy shall disclose to a student’s parent or legal guardian without charge any personally identifiable information provided to any person, agency, or organization. The Academy’s disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
  - i. to the Department or CEPI;
  - ii. to the student’s parent or legal guardian;
  - iii. by the Academy to the University or to the educational management organization that has an educational service provider agreement that has not been disapproved by the University;
  - iv. by the Academy to the Academy’s intermediate school district or another intermediate school district providing services to the Academy or the Academy’s students pursuant to a written agreement;
  - v. to the Academy by the Academy’s intermediate school district or another intermediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
  - vi. to the Academy by the University;
  - vii. to a person, agency, or organization with written consent from the student’s, parent or legal guardian, or from the student if the student is at least 18 years of age;

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

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

- a) the Academy shall do all of the following:
- i. Develop a list of uses (the “Uses”) for which the Academy commonly would disclose a student’s directory information.
  - ii. Develop an opt-out form that lists all of the Uses and allows a student’s parent or guardian to elect not to have the student’s directory information disclosed for 1 or more of the Uses.
  - iii. Present the opt-out form to each student’s parent or guardian within the first thirty (30) days of the school year and at other times upon request.
  - iv. If an opt-out form is signed and submitted to the Academy by a student’s parent or guardian, then the Academy shall not include the student’s directory information in any of the Uses that have been opted out of in the opt-out form.
- b) The terms “directory information” shall have the same meaning as defined in 34 CFR 99.3.

Section 11.29. Partnership Agreement. If an Academy site is listed as a Priority School on the list of lowest performing schools prepared by the Michigan Department of Education, and the Superintendent proposes a Partnership Agreement with the Academy, the Academy shall work with the Charter Schools Office to finalize an agreement that is acceptable to the Michigan Department of Education, the Academy, and the Charter Schools Office. The Partnership

Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as Schedule 8. The Contract amendment shall also include any other amendments to this Contract that are required to ensure the Partnership Agreement is consistent with this Contract.

Section 11.30. Data Breach Response Plan. Within one year after the effective date of this Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws.

## 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:

Martin Luther King Jr. Education Center Academy  
Attn: Board President  
16827 Appoline Street  
Detroit, MI 48235

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 13, 2018, and shall remain in full force and effect for seven (7) years until June 30, 2025, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2019, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.



- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2018, then this Contract is automatically terminated without further action of the parties.

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.

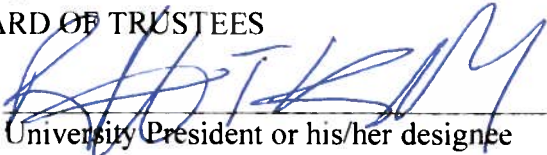
Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable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

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

**[INTENTIONALLY LEFT BLANK]**

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

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

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

MARTIN LUTHER KING JR. EDUCATION CENTER ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON JULY 13, 2018:

Authorization of Martin Luther King Jr. Education Center Academy 6a  
Contract

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Martin Luther King Jr. Education Center Academy (“Academy”), located at 16827 Appoline Street, Detroit, MI 48235, submitted under Section 502 of the Revised School Code, meets the Board of Trustees’ requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy’s Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Pending	1 year term expiring June 30, 2019
Audrey L. Bibbs	2 year term expiring June 30, 2020
Arthur Dudley	2 year term expiring June 30, 2020
Frankie L. James	3 year term expiring June 30, 2021
Brigette Johnson	3 year term expiring June 30, 2021

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 13<sup>th</sup> day of July 2018.



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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

**RESTATED ARTICLES OF INCORPORATION**  
**OF**  
**MARTIN LUTHER KING JR. EDUCATION CENTER ACADEMY**

The present name of the corporation is: Martin Luther King Jr. Education Center Academy. The identification number assigned by the Bureau is: 800898544. The corporation had no former names. The date of filing the original Articles of Incorporation was: April 6, 2004. The following Restated Articles of Incorporation ("Restated Articles") supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

**ARTICLE I**

The name of the corporation is: Martin Luther King, Jr. Education Center Academy

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

**ARTICLE II**

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to the Michigan Revised School Code (the "Code") Part 6A, 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 to charter a public school academy authorized under the Code.

### ARTICLE III

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

### ARTICLE IV

The name of the resident agent and location of the registered office are:

Constance Price, Ph.D.  
4754 West Outer Drive,  
Detroit, Michigan 48235

### 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)

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 these Restated Articles of Incorporation.

## **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 volunteer director is not personally liable to the corporation or its members for money

damages for any action taken or any failure to take any action as a volunteer officer, except liability for any of the following:

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

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

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

## **ARTICLE 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

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

These Restated Articles of Incorporation were duly adopted on the 16<sup>th</sup> day of July, 2018, in accordance with the provisions of Section 641 of the Nonprofit Act by the directors of the corporation. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 16<sup>th</sup> day of July, 2018.

By   
Arthur Dudley II, President

Please return filed document to:

Constance Price, Ph.D.  
4754 West Outer Drive,  
Detroit, Michigan 48235

# *Michigan Department Of Energy, Labor & Economic Growth*

## *Filing Endorsement*

*This is to Certify that the CERTIFICATE OF CORRECTION*

*for*

*MARTIN LUTHER KING, JR. EDUCATION CENTER ACADEMY*

*ID NUMBER: 788682*

*received by facsimile transmission on January 30, 2009 is hereby endorsed*

*Filed on January 30, 2009 by the Administrator.*

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

*Effective Date: April 26, 2004*



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 30TH day of January, 2009.*

A handwritten signature in black ink, appearing to read "Andrew G. Mitchell".

*, Director*

*Bureau of Commercial Services*

BCS/CID-919 (Rev. 12/05)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES

Date Received

(FOR BUREAU USE ONLY)

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

Name

Address

City

State

Zip Code

EFFECTIVE DATE:

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

**CERTIFICATE OF CORRECTION**  
For use by Corporations and Limited Liability Companies  
(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is:

Martin Luther King, Jr. Educational Center

2. The identification number assigned by the Bureau is:

788682

3. The corporation or limited liability company is formed under the laws of the State of

Michigan

4. That a

Articles of Incorporation

(Title of Document Being Corrected)

was filed by the Bureau on April 21, 2004 and that said document requires correction.

5. Describe the inaccuracy or defect contained in the above named document:

Misspelled Name

6. The document is corrected as follows:

Martin Luther King, Jr. Education Center Academy

7. This document is hereby executed in the same manner as the Act requires the document being corrected to be executed.

Signed this 30 day of January, 2009

By Constance Price  
(Signature)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Constance Price Administrative Director  
(Type or Print Name and Title)

(Type or Print Name and Title)

(Type or Print Name and Title)

# *Michigan Department of Consumer and Industry Services*

## *Filing Endorsement*

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT  
for  
MARTIN LUTHER KING, JR. EDUCATIONAL CENTER*

*ID NUMBER: 788682*

*received by facsimile transmission on April 22, 2004 is hereby endorsed filed on  
April 26, 2004 by the Administrator. The document is effective on the date filed,  
unless a subsequent effective date within 90 days after received date is stated in the  
document.*



*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 26th day  
of April, 2004.*

*, Director*

*Bureau of Commercial Services*

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU		
Date Received		(FOR BUREAU USE ONLY)
<b>Name</b> Jaffe, Raitt, Heuer & Weiss, Professional Corporation Attn: Erika Butler-Akinyemi		
<b>Address</b> One Woodward Avenue, Suite 2400		
City	State	Zip Code
Detroit	Michigan	48226
		EFFECTIVE DATE:

Document will be returned to name and address indicated above

Corporation Identification  
Number

			-			
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**ARTICLES OF INCORPORATION**  
For Use by Domestic Nonprofit Corporations

OF

**MARTIN LUTHER KING, JR. EDUCATIONAL CENTER**

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

**ARTICLE I**

The name of the corporation is: Martin Luther King, Jr. Educational Center.

The authorizing body for Martin Luther King, Jr. Educational Center (the "Academy") is: Detroit Board of Education (the "Detroit Board").



## ARTICLE II

The purpose or purposes for which the Academy is organized are:

1. The Academy is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the School Code.

2. The Academy, 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 of 1986, as amended (the "IRC"), or any successor law. Notwithstanding any other provision of these Articles, the Academy shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under IRC Section 115 or by a nonprofit school organized under the laws of the State of Michigan and subject to a contract between the school and authorizing body allowing the school to operate as a public school academy as authorized under the School Code.

## ARTICLE III

The Academy is organized on a non-stock, directorship basis.

The value of assets which the Academy possesses is:

Real Property: \$0

Personal Property: \$0

The Academy is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979, as amended, or any successor law.
- b. Federal funds.
- c. Donations and grants.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

## ARTICLE IV

The address of the initial registered office is:

4754 West Outer Drive, Detroit, Michigan 48235

The mailing address of the initial registered office is:

4754 West Outer Drive, Detroit, Michigan 48235

The name of the initial resident agent at the registered office is: Dr. Constance Price.

#### ARTICLE V

The name and address of the incorporator is as follows:

Erika Butler-Akinyemi  
One Woodward Avenue, Suite 2400  
Detroit, Michigan 48226

#### ARTICLE VI

The Academy is a governmental entity.

#### ARTICLE VII

No part of the Academy's net earnings shall inure to the benefit of or be distributable to members of the Academy Board, officers of the Academy, any other private person or any organization organized and operated for a profit, except that the Academy 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 Academy shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under IRC Section 115, or comparable provisions of any successor law. Except as otherwise prohibited by law, upon the Academy's dissolution, the Academy Board shall, after paying or making provision for the payment of all of the Academy's liabilities, dispose of all of the Academy's assets to the Detroit Board or to such other governmental entities which are organized for similar purposes as set forth in Article II.

#### ARTICLE VIII

As provided in the School Code, the Academy and its incorporators, members of the Academy Board and officers, employees and volunteers of the Academy have governmental immunity as provided in Act 170, Public Acts of Michigan 1964, as amended, being Section 691.1407 of the Michigan Compiled Laws.

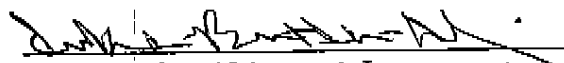
#### ARTICLE XI

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

ARTICLE XII

The Articles shall become effective upon filing.

These Articles of Incorporation are hereby signed by the incorporator on this 21 day of April, 2004.

  
\_\_\_\_\_  
Erika Butler-Akinyemi, Incorporator

**SCHEDULE 3**

**BYLAWS**

**MARTIN LUTHER KING, JR. EDUCATION CENTER ACADEMY**  
**AMENDED AND RESTATED BY LAWS**

MARTIN LUTHER KING, JR. EDUCATION CENTER ACADEMY

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**BYLAWS**  
**OF**  
**MARTIN LUTHER KING, JR. EDUCATION CENTER ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Martin Luther King, Jr. Education Center Academy (the "Academy" or the "corporation").

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

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

Section 2. Registered Office. The registered office of the Academy in the State of Michigan shall be located at 4754 West Outer Drive, Detroit, Michigan 48235. The resident agent is Constance Price, Ph.D, an individual resident in the State of Michigan, whose business office is identical with the Academy's registered office, 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 Academy's Restated Articles of Incorporation ("Articles"), these Bylaws, the Contract to Charter a Public School Academy and Related Documents Issued by the Grand Valley State University Board of Trustees to the Academy (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 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 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 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 these Bylaws. 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 Sections 2.1.b and 2.1.c, respectively of this Article IV.

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

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

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

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

Section 3. 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.

Section 4. 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 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 electronic transmission to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or electronic transmission 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 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 (if any) and see that the seal of the corporation (if any) 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. Assistant and Acting Officers. The assistant 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 be 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 (if any) thereto. 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**

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."

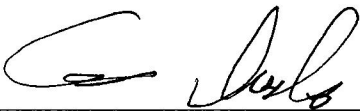
## ARTICLE XII

### 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 approval, 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'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 compliance with applicable law and the Contract.

### CERTIFICATION

The President of the Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan nonprofit corporation in an open and public meeting, by the Academy Board on the 1<sup>st</sup> day of July 2018.



Arthur Dudley II, Board President

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## SCHEDULE 4

### FISCAL AGENT AGREEMENT

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

#### Preliminary Recitals

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

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

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

### ARTICLE I

#### DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable

to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

### ARTICLE III

#### STATE DUTIES

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

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

### ARTICLE IV

#### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

BY: Mary G. Martin  
Mary G. Martin, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: 7-16, 20

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**



**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2018 – June 30, 2019**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 2	Board Adopted 2018-2019 School Calendar/School Day Schedule.	CSO
July 2	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2018-2019	CSO
July 2	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2018-2019.	CSO
July 2	Copy of Notice of Public Hearing for Annual Operating Budget for 2018-2019.	CSO
July 2	Copy of Parent Satisfaction Survey and Results from 2017-2018, if applicable.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2016-2017 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	Annual Organizational Meeting Minutes for 2018-2019.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2018-2019. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2018-2019.	CSO
August 3	Board Designated Legal Counsel for 2018-2019.	CSO
August 29	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	Organizational Chart for 2018-2019.	CSO
September 6	Board approved Student Handbook 2018-2019.	CSO
September 6	Board approved Employee Handbook 2018-2019.	CSO
September 6	Copy of School Improvement Plan covering 2018-2019 academic year.	CSO
September 6	School Information Update- See Epicenter Task for template	CSO
October 3	Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
October 3	Staff Roster (GVSU Format)	CSO
October 3	Annual Nonprofit Corporation Information Update for 2017.	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 2018 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 30	Audited Financial Statements for fiscal year ending June 30, 2018. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 30	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2018, 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, 2018, is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
October 30	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
January 7	Special Education Population Data request sheet.	CSO
January 7	Staff Roster (GVSU Format)	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .	CSO
January 30	Board Member Annual Conflict of Interest	CSO
February 21	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).	CSO
April 26	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2019-2020. Must include board approved offered seat schedule.	CSO
June 3	Certificate of Boiler Inspection covering years 2019-2020.	CSO
June 27	Board Approved Amended Budget for 2018-2019 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2018-2019 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2019, independent financial audit.	CSO
June 27	Food service license expiring 04/30/2020.	CSO

**Ongoing Reporting Requirements  
July 1, 2018 – June 30, 2019**

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 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
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, 2018 – June 30, 2019**

*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). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). 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> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO

<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO
<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval) 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). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
<b>Corporal Punishment Policy</b> (date of approval). Reference: MCL 380.1312(8)&(9);	CSO
<b>Anti-Bullying Policy (Matt’s Safe School Law)</b> (date of approval). Reference: MCL 380.1310b	CSO
<b>Cardiac Emergency Response Plan</b> (date of approval). Reference: MCL 29.19	CSO

**Calendar of Additional Reporting Requirements and Critical Dates  
July 1, 2018 – June 30, 2019**

*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.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
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.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
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.
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

**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”

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS**

**Academic Achievement**

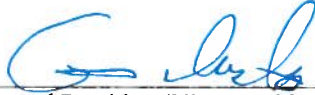
As measured by the state assessment, the school's percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready as reported by the Michigan Department of Education will meet or exceed the select peer schools' mean reported percentage 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:


7/14/18



Board President/Vice President Signature

**Secretary's Certification:**

I certify that the foregoing resolution was duly adopted by the MLK Board of Directors at a properly noticed open meeting held on the 14 day of July, 2018, at which a quorum was present.



Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**

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

Please see separate folder on Contract CD for full Curriculum



**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

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

## PRINCIPAL JOB DESCRIPTION

**GOAL:** To provide the leadership and management necessary to administer and supervise all programs, policies and activities of the school to ensure high quality educational experiences and services for the students in a safe and enriching environment.

**QUALIFICATIONS:** Master's Degree in Education, (Doctorate preferred); Michigan Teaching Certification.

**SUPERVISION:** All administrative, instructional, and service personnel assigned to the school.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

Duties include, but are not limited to, the following:

#### **1. Student Performance**

- Set and enforce rigorous standards for student achievement that are in line with MLK goals.
- Ensure the academic program meets or exceeds yearly student outcome targets.

#### **2. Organizational Leadership**

- Develop organizational goals and objectives consistent with the vision, mission and values of MLK.
- Maintain active involvement in the school improvement planning process with the by providing resources for decision-making and priority setting.
- Lead teachers in developing a healthy school culture aligned with the vision, mission and values of the school.
- Create a culture of excellence, teamwork and collaboration among the staff, teachers, students and families.
- Foster a school climate that supports both student and staff success, and promotes respect and appreciation for all students, staff and parents.
- Oversee all programs, services, and activities to ensure that program objectives are met.
- Ensure compliance with all local, state and federal funding sources.
- Manage student enrollment process to ensure that the school achieves its targeted enrollment projections.
- Ensure the safety and security of all students, staff, visitors, and public and property.
- Oversee implementation of PBIS (Positive Behavior Interventions & Supports).
- Ensure appropriate standards of student behavior, performance, and attendance.
- Ensure that all disciplinary issues are addressed fairly and immediately.

#### **3. Instructional Leadership**

- Manage, evaluate and develop a team of teachers.
- Work with teachers to constantly assess and improve student achievement results.
- Ensure use of effective, research-based teaching methodologies and practices.

- Implement data-driven instructional practices and lead discussions about student performance.
- Collaborate with instructional coach in working with teachers to improve their teaching practice through coaching, professional development, modeling, and collaborative planning.
- Keep abreast of successful instructional methodologies and practices.
- Provide high quality curricular training and resources to staff.
- Ensure consistencies in instruction and practice among team of teachers.
- Foster culture of professionalism among teachers and staff.
- Ensure learning environment and classroom instruction maximizes student learning.
- Monitor progress of all students.
- Supervise and mentor all teachers.

#### 4. **Operational Leadership**

- Implement the budget development process with the assistance of financial accounting personnel that meets targeted requirements.
- Oversee routine facilities maintenance.
- Oversee management of school records and resources as necessary.
- Ensure compliance of local, state, and federal laws and regulations.

#### 5. **Personnel**

- Recruit, select, and hire school staff, including teachers and school-based support staff.
- Continually monitor progress on all measures of school and staff performance.
- Administer personnel policies and procedures.
- Ensure legal hiring and termination procedures in collaboration with the HR staff.
- Oversee any and all disciplinary actions.
- Provide for adequate supervision, training, and evaluation of all staff and volunteers.
- Communicate the vision that supports the school's goals and values.
- Create an effective team of people jointly responsible for the attainment of school goals and committed to achieving excellence.

#### 6. **Community Relations**

- Serve as liaison between teachers, parents, and the community.
- Exhibit a high degree of professionalism in all elements of administration, while serving as a contributing member of MLK and community, and a dedicated role model for other employees.

**ELEMENTARY/MIDDLE SCHOOL TEACHER****QUALIFICATIONS:**

Bachelor's Degree in Education; Michigan Teaching Certification

**DUTIES AND RESPONSIBILITIES:**

1. Meets and instructs assigned classes in the locations and at the times designated.
2. Plans a program of study that meets the individual needs, interests, and abilities of the students.
3. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
4. Prepares for classes assigned and shows written evidence of preparation upon request of immediate supervisor.
5. Encourages students to set and maintain standards of classroom behavior.
6. Guides the learning process toward the achievement of curriculum goals and – in harmony with the goals – establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
7. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or students groups involved.
8. Strive to implement by instructions and action the school's philosophy of education and instructional goals and objects.
9. Assesses the accomplishments of students and monitors progress on a regular basis and provides reports as required.
10. Diagnoses the learning disabilities of students on a regular basis, seeking the assistance of school specialist as required.
11. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
12. Maintains accurate, complete, and correct records as required by law, school policy, and administrative regulation.
13. Assists the administration in implementing all policies and/or rules governing student life and conduct, and, for the classroom, develops reasonable rules of classroom behavior and procedure, and maintain order in the classroom in a fair and just manner, as a condition of employment.
14. Makes provision for being available to students and parents for education-related purposes outside the instructional day when required or requested to do so under reasonable terms.
15. Plans and supervises purposeful assignments for teacher aside(s) and/or volunteer(s).
16. Strives to maintain and improve professional competence.
17. Attends staff meetings, grade level meetings, professional development, , workshops, programs and serves on staff committees as required.

**DEAN OF STUDENTS**

**DESCRIPTION OF BASIC FUNCTION AND RESPONSIBILITY:**

- Provides leadership and intervention in pupil support areas including guidance and counseling, instruction, curriculum, and supervision. Responsible for the health, safety, discipline, and conduct of the students and staff.

**JOB REQUIREMENTS AND QUALIFICATIONS:**

- Bachelor’s degree in education or comparable training and certifications
- A minimum of three (3) years’ experience working with students or young people in public or private elementary and middle school, or agency associated with promoting the academic achievement and welfare of students.

**EXAMPLES OF DUTIES:**

- Advocates for the high academic achievement and social development targeting low performing students.
- Supports school wide prevention and intervention strategies including academic tutoring and counseling services that will enable low performing students to succeed at meeting challenging State academic achievement and content standards.
- Provide consultation and training to teachers and parents regarding students’ needs.
- Implement involvement and engagement opportunities designed to promote substantial and meaningful opportunities for parents to participate in the education of their children.
- Work directly with students and consult with other educators and parents on issues of academic achievement and factors that are hindering academic achievement such as social emotional development and behavioral difficulties.
- Coordinate family, school, and community resources on behalf of students.
- Access appropriate services from both public and private providers, including law enforcement and social services.
- Conducts intake meetings with new students and their parents to review policies and procedures related to enrollment at Martin Luther King, Jr. Education Center Academy.
- Works closely with the Instructional Coach, Intervention Specialist, and Social Worker/Counselor on issues related to attendance, behavior, and academic goals.
- Administers suspensions and/or expulsions if discipline infractions occur.
- Monitors Student Council meetings.
- Provides input to the Student Behavior Plan for Student Achievement.
- Provides support and advice to the education staff when needed.
- Performs other duties as assigned.

## **ACHIEVEMENT SPECIALIST**

**Qualifications:** Master's Degree in Education; Michigan Teaching Certification; 3 years successful classroom teaching experience.

### **Responsibilities of Achievement Specialist:**

The role of the Achievement Specialist is to assist teachers with improving classroom instruction in the core subjects. The specialist will train teachers to use MAP and M-Step test data to increase student achievement in ELA, math, and social studies. Also, the Achievement Specialist will provide professional development of Marzano and other research based instructional strategies and monitor their implementation. Supervise the implementation of RTI to meet the instructional needs of students in all tiers especially the bottom 30%.

### **The Achievement Specialist will do the following:**

- Show teachers how to analyze the MAP and M-Step data to focus the instruction of core subjects by identifying students' strengths and weaknesses.
- Guide teachers in setting instructional core subject goals based on data.
- Monitor the implementation of the core and supplemental curriculum.
- Form a team of teachers to write a pacing guide for the core subjects.
- Monitor core instruction and give teachers' feedback.
- Provide monthly professional development of Marzano and other research based instructional strategies.
- Guide teachers in the integration of the *Open Court* and *Imagine It!* social studies themes and the Common Core Standards.
- Monitor teacher core assessments as needed to analyze student growth.
- Provide parent workshop to share simple core subject strategies for parents to use with their children.
- Check lesson plans for implementation of core programs and pacing of instruction.
- Organize school wide activities to improve achievement in core subjects.
- Review the ELA and Math growth of the students in the bottom 30 %.
- Assist teachers with providing challenging core instruction for the advanced students.
- Monitor grade level meetings when teacher meet about core instruction and assessments.
- Monitor and support the ELA and core interventions.



## **BUSINESS OPERATIONS MANAGER JOB DESCRIPTION**

### **QUALIFICATIONS:**

Master's Degree; Experience in school educational setting. The Business Operations Manager is a highly organized strategic thinker who enjoys planning for and executing operations that will positively impact a growing educational organization. The Operations Manager manages a team and outside vendors and service providers.

### **ESSENTIAL DUTIES & RESPONSIBILITIES:**

Business Operations Manager responsibilities include, but are not limited to the following:

- **Leadership & Team Management:** Manages a two-person school operations team and supports their growth in both performance and development. Works with the school Principal and administrative staff to create and maintain an exceptional organizational culture by building strong relationships, finding solutions to problems, and holding others accountable to systems. In partnership with the School Principal, develops the school-wide operations vision that supports the academic and cultural vision of the school. Participates in the leadership team's strategic and annual planning and budgeting processes.
- **School Nutrition Program:** Oversees all aspects of the School Nutrition Program including managing food servers, coordinating with meal vendor, maintaining accurate data tracking for meal reimbursement, and ensuring food safety standards and federal compliance requirements are observed. Manages ordering process to minimize food waste and ensure meal program financial health. Manages the logistics of meal delivery (breakfast, lunch, snacks) including cafeteria schedules and routines.
- **Facilities:** Oversees the school's facility including signage, aesthetics, shared space coordination, and building safety and maintenance. Manages routine maintenance requests for school in school's work order system, ensuring maintenance, janitorial and landscape services are properly carried out. Oversees the upkeep of the school's facilities and coordinates school facility projects. Performs regular preventative maintenance walkthroughs with custodial staff and provides training to school staff to manage issues immediately. Ensures the main office is organized and welcoming and contains all pertinent parent materials.
- **Student Health and Safety:** Manages school safety processes including emergency preparation, safety drills, and staff training, ensuring compliance with state and county mandates. Oversees school visitor and volunteer procedure to ensure safety of all students. Oversees student health requirements and liaises with contracted nurse to ensure student health needs are met.
- **Event Planning & Coordination:** Oversees the planning and execution of logistics for school events and activities as needed, including concerts, guest speakers, and parent conferences/meetings. Acts as point of contact special events hosted at the school. Oversees other tasks or special projects as needed.

## SCHOOL COMPLIANCE OFFICER

**Position Overview:** Compliance Officer is highly entrepreneurial and embraces innovation and continuous improvement. Leads and manages compliance of school that includes federal and state grants compliance, as well as coordination and facilitation of federal, state, and authorizer compliance.

**Requirement:** Previous and significant K-8 school compliance reporting experience is required.

**Description:** K-8 Compliance Officer is responsible for, but not limited to the following:

- Responsible for ensuring programmatic and operational compliance for all state and federal grants.
- Administers systems and processes to ensure schools are audit ready and in compliance with state and federal requirements.
- Works closely with school staff to ensure that these systems and processes are being implemented with fidelity.
- Works closely with the administration in aligning grant budget with implementation, expenditures with programs.
- Works with administration to manage the procurement of budgeted supplies and inventory.
- Oversees all programmatic and operational compliance for the Title I program.
- Responsible for completing all requisite reports related to federal and state grants including Title I reports and state grant reports.
- Manages site-based Title I programmatic compliance including tracking inventory, monitoring critical required meetings with staff and families.
- Reviews the completion of school improvement plans.
- Supports the completion of Title I and other state grant applications.
- Responsible for managing and completing state audits.
- Ensures accurate and timely completion of required reports including, but not limited to, Title I funding, Civil Rights Data Collection, teacher certification, student lunch codes, and authorizer accountability.
- Supports and facilitates the completion of authorizer reports.
- Compiles data, analyzes information, delivers reports, and maintains records for audits and other compliance matters.
- Manages Free and Reduced Meal program including State approval for school participation, student application completion, and daily reporting submissions.
  - Serves as one of the points of contact for state regulators, sponsors, and partner agencies.
  - Responsible for completing state compliance reports including teacher evaluation reports, school calendars, schoolwide plans, certifications, and other reports.

- Provides regular progress reports as well as analysis to school office leadership.
- Builds sustainable relationships within educational landscape to understand and adopt compliance and reporting best practices.
- Manages special projects as assigned.

**Qualifications:**

- College degree with at least 3 years of work experience in school education landscape.
- At least 3 years managing large scale compliance and reporting.
- Strong project management skills, ability to juggle multiple and competing priorities, and attention to detail.
- Strong analytical, problem-solving and forward-thinking skills.
- Strong positive leader who has the ability to partner with stakeholders to advance work and results.
- Ability to think and function strategically.
- Team player with strong interpersonal/influence skills.
- Proficient in Microsoft Word, Excel, and other technology systems and software.

## Interventionist

### SUMMARY:

Provide targeted academic interventions for eligible students; plan cooperatively with general education classroom teachers to identify eligible students as determined by the funding source, and to plan effective teaching techniques, strategies, tools, activities, and assessments.

### QUALIFICATIONS:

- Bachelor's degree with subject area emphasis e.g. mathematics, reading, language arts, preferred; minimum of 90 college credit hours required;
- Able to identify and implement appropriate academic interventions for eligible students, and ability to assess student achievement on such assessments, as acquired through degree in education or appropriate subject areas, or through equivalent combination of education and experience.
- Demonstrated commitment to young people's learning success and achievement.
- Demonstrated proficiency at providing large group, small group and individual instruction in academic areas, as acquired through prior experience in a teaching or tutoring capacity.
- Evidence of ability to plan own activity and to work cooperatively with other staff members for planning purposes; able to frequently adjust the location, setting and pace of work.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Create an environment that is conducive to learning, including classroom, small-group, one-on-one, and other instructional settings.
- Plan academic interventions to meet the needs of individual students, as defined by their eligibility for interventions and by planning cooperatively with general education classroom teachers. Independently and in cooperation with classroom teachers, develop effective strategies, tools, activities and settings for delivery of academic interventions. May provide interventions independently or in conjunction with other staff members, depending on the needs of individual students or groups of students. Will frequently adjust the place, setting and form of instructional activities in order to meet student needs.
- Establish clear objectives for all interventions, either independently or in conjunction with classroom teachers or teaching teams, along with related assessments; ensure that interventions are aligned with state curriculum, school-wide curriculum goals, specific program goals, and teacher lesson plans as applicable.
- Evaluate student data frequently, independently and in conjunction with classroom teachers, to ensure interventions are having the desired effect, or to plan for adjustments as needed.
- Maintain accurate and complete records including individual student records of interventions performed, student progress, and any other funding-related record keeping required.

## Secretary

### JOB SUMMARY:

Under the direction of the principal, performs a variety of clerical and support work involving both specific routines and broadly defined policies and procedures; greets, interacts and works cooperatively with the staff, students and student body and performs other related duties as assigned.

**QUALIFICATIONS: High School Diploma; College training, business acumen, certifications, preferred.**

### ESSENTIALFUNCTIONS:

1. Reception duties including answering phones, taking messages (distributing accordingly) handling parent concerns.
2. Buzz and monitor door, ensure parents sign-in and out. Maintain sign-in and out binder.
3. Establish, maintain and monitor accurate, neat and efficient electronic and manual filing systems. As well as, an attractive, orderly school office environment.
4. Meet and interact with parents and staff in routine situations which require tact, discretion and courtesy.
5. Provide a variety of clerical duties with accuracy and established timelines.
6. Preferred proficient in use of all office equipment; including Microsoft office applications- Word, Excel, PowerPoint, Publisher, Outlook, and Internet Explorer
7. Preferred-working knowledge of MISTAR, Pupil accounting, PowerSchool, MSDS
8. Gathering and preparing appropriate attendance, student data and accounting information.
9. Assisting school leadership with administrative and procedural tasks.
10. Sort and classify incoming mail and other information for efficient disbursement to appropriate recipients.
11. Preparing letters, memoranda, reports, bulletins, monthly newsletter, handbooks, questionnaires, flyers and other materials
12. Preparation of state reports (i.e. lunch court reports, staff inventory reports, student reporting)
13. Scheduling and organizing meetings, including IEPs.
14. Assist in the orientation and training of the employees or volunteers.
15. Ability to handle confidential information with complete security.
16. Gather and prepare appropriate attendance/accounting information.
17. Maintain office bulletin board.
18. Assist with and log fire, earthquake and emergency drills.
19. Maintain classroom key distribution and record-keeping.
20. Conform to school policy regarding attendance and absences. Employee attendance must be adequate to perform the above listed essential job functions.
21. Ordering/placing substitute teachers on an as-needed basis
22. Coordinating field-trips/Bus drivers
23. Verifying completion of orders (all items have been delivered)
24. Coordinating and maintain district/school calendars
25. Drive a car.

### Desirable Knowledge & Abilities:

1. Maintain professional appearance and disposition.
2. Experience working with students and parents.
3. Ability to maintain clerical records and prepare simple reports.
4. Ability to learn and interpret rules, regulations, laws and instructions.
5. Knowledge of and ability to use English correctly and appropriately.
6. Ability to perform required clerical work accuracy and within established timelines.
7. Ability to operate a variety of office machines.
8. Ability to utilize word processing, data base and spread sheet programs on the computer.

**SCHOOL SOCIAL WORKER****QUALIFICATIONS:**

Bachelor's Degree in Social Work, School Licensure; Experience with children and families in a school setting.

**DUTIES AND RESPONSIBILITIES:**

- To provide social services and assistance as to improve the social, emotional, and psychological functioning of children and their families.
- To maximize the family well-being and the academic functioning of children through such services.
- To address such problems as misbehavior, truancy, academic failure, etc.
- To serve as a support to teachers on how to deal with problem children and parents.
- Interview clients individually, in families, or in groups, assessing their situations, capabilities, and problems, to determine what services are required to meet their needs.
- Counsel students and parents regarding issues including mental health, poverty, unemployment, substance abuse, physical abuse, rehabilitation, social adjustment, and/or medical care.
- Maintain case history records and prepare reports.
- Counsel students whose behavior, school progress, or mental or physical impairment indicate a need for assistance, diagnosing students' problems and arranging for needed services.
- Consult with parents, teachers, and other school personnel to determine causes of problems such as truancy and misbehavior, and to implement solutions.
- Counsel parents with child rearing problems, interviewing the child and family to determine whether further action is required.
- Arrange for medical, psychiatric, psychological and other tests that may disclose difficulties in child learning and parental functioning, and indicate remedial measures.
- Lead group counseling sessions that provide support in such areas as grief, stress, or chemical dependency.

To conduct the following:

- Monitor student-teacher relationships.
- Attend Child Study Team Meetings.
- Contact appropriate social service agencies.
- Active in parent teacher conferences
- Student Council Activities.
- Career Day activities.
- Conduct Parent Education Trainings and Workshops

## TITLE I COORDINATOR

### GENERAL RESPONSIBILITIES:

The Coordinator provides leadership that ensures compliance with federal regulations and promotes effective intervention programs to students across the division. Responsible for overseeing the Title I program's priorities, activities, and plans with general program leadership to ensure program efficiency, accountability, and concordance with division targets and improvement plans.

### QUALIFICATIONS:

Master's Degree in Education; Michigan Teaching License; Minimum five (5) years successful classroom teaching experience.

### ESSENTIAL TASKS:

- Review federal mandates, State of Michigan regulations, and complete the required application and amendments as necessary.
- Function as a school liaison to county, state, and federal education department.
- Provide leadership and advocacy for families and children served by these programs.
- Oversee the budget for Title I, Part A.
- Review and code requisitions for all Title I and LEA Improvement supplies and materials.
- Review financial statements, validate various documents and draft memos and other correspondence.
- Plan and implement curriculum/material development.
- Maintain current curriculum pacing guides for all subjects.
- Gather and disseminate Title I information/resources to school staff.
- Review documentation.
- Communicate with Title I teachers, administrators, parents, etc., regarding program concerns.
- Support schools in the implementation of Title I, Part A and the No Child Left Behind Federal mandates.
- Provide support, guidance, and leadership to teachers and building administrators.
- Provide workshops on the Title I program for parents and the community.
- Develop and conduct professional development activities.
- Provide assistance with instructional delivery and classroom management.
- Perform related work as required.

**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. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and 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 the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

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

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


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

Date: 7/16/18

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the M L K Board of Directors at a properly noticed open meeting held on the 16<sup>th</sup> day of July, 2018, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## **Admission and Enrollment Policy**

### **Admission**

Admission to the Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract (Kindergarten through 8th) without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws and shall be open to Michigan residents.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

### **Open Enrollment**

The initial enrollment period will be announced in the major, local community newspapers. The enrollment period will span at least a two- week period and will be open to interested parents during times convenient to their schedules including day and evening hours.

### **Enrollment**

It is the policy of the Board that its administration develop and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery, and admission practices and procedures shall be available to parents and the general public at the school office. The administration will annually determine offered seats and maximum class size of the Academy.

Potential students who submit an application during the Open Enrollment Period will be added to a list in the order of which they applied; a lottery will be held if the number of applicants exceeds enrollment capacity. Preference will be given to children who have at least one sibling enrolled or accepted. Siblings are defined as children who have at least one common parent or guardian and are living in the same household at least 50% of the year.

Demographic information including the student's name, birth date, and grade level to which the student is applying, will be required during the Open Enrollment Period. In addition, information related to the student's place of resident as well as any siblings seeking admittance will also be sought.

**Lottery**

When the holding of a lottery is required, the following procedures will be used:

- Each family that is interested in enrolling one or more of their children in the Academy must submit a full and complete application for each child, during the advertised enrollment period. The Academy will advertise its enrollment period in major local media advertisements and/or public service announcements. The enrollment period will be at least two weeks in length or as otherwise required by law.
- If the number of applicants for any grade level exceeds the number of spaces available, the Academy will schedule a lottery to take place at an official public board meeting, no later than four weeks following the closing date of the initial enrollment period. The date, time and location of the lottery will also be advertised in the major local newspapers. Further, parents or legal guardians who have submitted one or more completed applications will be notified by first class mail, and a phone call, of the date, time and location of the scheduled lottery.
- For each grade level where there are more applications than spaces available, each applicant shall be entered into the grade level pool via an identically sized postcard. Postcards are then drawn from the pool, by an impartial party, one at a time, and each name is recorded in order until all names have been drawn.
- Those applicants contained on the list beyond the total number of seats available remain on the list without further action necessary up until the beginning of the next enrollment period. This establishes the official waiting list for that grade level. If spaces become available during the school year in any grade, applicants' parents or legal guardians are informed of the opening through a written notification sent via first class mail, as well as a phone call. The applicant's parent or legal guardian must inform the Academy within ten (10) days following the receipt of this notification if they wish to enroll their child (ren) by returning the acknowledgement card via mail or personal delivery, to the address/location provided. All openings occurring during the year are always filled from the current year's waiting list.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

**MARTIN LUTHER KING, JR. EDUCATION CENTER ACADEMY**

**Academic Calendar 2018-2019**

Thurs	August 30	Staff Professional Development	12:30 PM-3:30 PM
Thurs	August 30	Parent/Staff Orientation	4:00 PM-6:00 PM
<b>Tues</b>	<b>September 04</b>	<b>First Day of Class</b>	<b>1<sup>st</sup>-8<sup>th</sup> Grade</b>
<b>Wed</b>	<b>September 05</b>	<b>First Day of Class</b>	<b>Kindergarten</b>
Thurs-Wed	September 06- October 17	Map Testing Window	K-8 <sup>th</sup> Grade
<b>Wed</b>	<b>October 03</b>	<b>Count Day/Progress Reports</b>	<b>All Students</b>
Wed	October 10	Open House	4:00 PM-6:00 PM
Thurs	October 25	Parent Involvement-Family Skate Night /Math	5:00 PM-8:00 PM
Wed	October 31	Title I Parent Mtg.	K-8 <sup>th</sup> Grade Parents
Wed-Fri	November 07-09	Scholastic Book Fair	All Students
<b>Thurs</b>	<b>November 08</b>	<b>Report Cards/Parent Teacher Conferences</b>	<b>3:30 PM-5:30 PM</b>
Wed	November 21	Family Thanksgiving Luncheon/Social Studies	11:00AM-1:00 PM
<b>Thurs-Fri</b>	<b>November 22-23</b>	<b>Thanksgiving Day Break</b>	<b>No School</b>
<b>Wed</b>	<b>December 05</b>	<b>Progress Reports</b>	<b>All Students</b>
Thurs	December 20	Winter Program	1:30 PM-3:15 PM
<b>Fri-Tues</b>	<b>December 21- January 01</b>	<b>Holiday Break</b>	<b>School Closed</b>
<b>Wed</b>	<b>January 02</b>	<b>School Resumes</b>	
Mon-Wed	January 07-February 06	MAP Testing	
<b>Mon</b>	<b>January 21</b>	<b>M.L.K. Day</b>	<b>School Closed</b>
<b>Thurs</b>	<b>January 24</b>	<b>Report Cards/Parent Teacher Conferences</b>	<b>3:30 PM-5:30 PM</b>
Tues	February 12	Family Valentine's Day Dinner/Science	3:30 PM-5:00 PM
<b>Wed</b>	<b>February 13</b>	<b>Count Day</b>	<b>All Students</b>
<b>Thurs</b>	<b>February 28</b>	<b>Progress Reports</b>	<b>All Students</b>
Thurs	February 28	African American History Program	1:30 PM-3:15 PM
Wed-Fri	March 06-08	Scholastic Book Fair	All Students
Wed	March 06	Parent Involvement- Literacy Fun Night	4:00 PM-5:30 PM
Thurs	March 14	Career Day	School Day
<b>Mon-Fri</b>	<b>April 29-Jun 07</b>	<b>MAP Testing</b>	<b>K-8<sup>th</sup> Grade</b>
<b>Mon-Fri</b>	<b>April 08-May 03</b>	<b>M-STEP</b>	<b>Grades 5th &amp; 8th</b>
<b>Thurs</b>	<b>April 11</b>	<b>Report Cards/Parent Teacher Conferences</b>	<b>3:30 PM-5:30 PM</b>
<b>Fri</b>	<b>April 19</b>	<b>Good Friday</b>	<b>School Closed</b>
<b>Mon-Fri</b>	<b>April 22- 26</b>	<b>Spring Break</b>	<b>School Closed</b>
<b>Mon-Fri</b>	<b>April 29-May 24</b>	<b>M-STEP</b>	<b>Grades 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup></b>
<b>Wed</b>	<b>May 01</b>	<b>Progress Reports</b>	<b>All Students</b>
Wed	May 08	Parent Involvement-Math Fun Night	4:00 PM-5:30 PM
<b>Mon</b>	<b>May 27</b>	<b>Memorial Day</b>	<b>School Closed</b>
Thurs	May 30	Parent Involvement-Spring Extravaganza/ Science & Art Fair	1:30 PM-3:15 PM
Thurs	June 06	Kindergarten Promotion	10:00 AM-12:00 PM
Thurs	June 06	8 <sup>th</sup> Grade Promotion	1:30 PM-3:30 PM
<b>Thurs</b>	<b>June 06</b>	<b>Report Cards/Honors Program</b>	<b>9:30 AM-11:30 AM</b>
<b>Fri</b>	<b>June 07</b>	<b>Last day of school for 2017-2018</b>	<b>Dismissal 11:30am</b>
Fri	June 07	Staff Professional Development	12:30 PM-3:30 PM
Mon	June 10	1 <sup>st</sup> day for summer camp	
Mon	June 17	Summer School Staff meets	No Students
<b>Tues</b>	<b>June 18</b>	<b>Summer School Begins</b>	<b>All Students</b>
<b>Thurs</b>	<b>July 25</b>	<b>Last day for Summer School</b>	<b>All Students</b>
<b>Fri</b>	<b>August 23</b>	<b>Last day for Summer Camp</b>	
Mon-Fri	August 26- 30	Child Care Week	
<b>Tues</b>	<b>September 03</b>	<b>2019-2020 School Year Begins</b>	<b>All Students</b>

**Martin Luther King, Jr. Education Center Academy**  
**Classroom Schedule**  
**2018-2019**

	<b>Kindergarten</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>5<sup>th</sup></b>	<b>6<sup>th</sup></b>	<b>7<sup>th</sup></b>	<b>8<sup>th</sup></b>
<b>1<sup>st</sup> Period 8:30-9:15am</b>	Sullivan	Sullivan	Sullivan	*Special	ELA Open Court	ELA Open Court	ELA Open Court	ELA	ELA
<b>2<sup>nd</sup> Period 9:15-10:00am</b>	ELA Open Court	ELA Open Court	ELA Open Court	ELA Open Court	ELA Open Court	ELA Open Court	ELA Open Court	Science	ELA
<b>3<sup>rd</sup> Period 10:00-10:45am</b>	ELA Open Court	ELA Open Court	ELA Open Court	ELA Open Court Social Studies	ELA Open Court Social Studies	ELA Open Court Social Studies	ELA Open Court	ELA	ELA Social Studies
<b>4<sup>th</sup> Period 10:45-11:30am</b>	ELA Open Court Social Studies	ELA Open Court Social Studies	ELA Open Court	ELA Open Court Workshop	ELA Open Court Workshop	ELA Open Court Workshop	ELA Open Court Workshop	ELA Social Studies	ELA Workshop
<b>5<sup>th</sup> Period 11:30-12:00pm</b>	LUNCH	LUNCH	*Special	Math Long Division Step	Math Division/ Multiplication	Math	Science	ELA Workshop	Math
<b>6<sup>th</sup> Period 12:00-12:30pm</b>	Workshop ELA	Workshop ELA	LUNCH	LUNCH	LUNCH	Math Workshop	*Special	Math	Math
<b>1<sup>st</sup> Period 12:30-1:00pm</b>	*Special	*Special	ELA Open Court Social Studies	Math (Math Facts)	Math Workshop Number Operations	LUNCH	LUNCH	LUNCH	LUNCH
<b>8<sup>th</sup> Period 1:00-1:45pm</b>	Math	Math Numbers Operation	Math (Direct Instruction)	Math Workshop	Math Workshop	Math Workshop	Math	Math	Math Workshop
<b>9<sup>th</sup> Period 1:45-2:30pm</b>	Math	Math Geometry	Math Group Practice	Science	Social Studies	*Special	Math Workshop	Math Workshop	*Special
<b>10<sup>th</sup> Period 2:30-3:15pm</b>	Math Centers (Differentiated Instruction)	Math Workshop Number Recognition	Math Workshop (Differentiated Instruction)	*Special	Science	Science	Math Workshop Manipulatives	*Special	Science

\*Specials rotate daily: Technology, Foreign Language, Gym, Art, Physical Education, and Music

ELA Grades K-3 Open Court includes: Decodables, Sight Words, Word Structure, Selection Vocabulary, Reading & Responding (questions), Spelling, Writing, English (G,U,M) Workshop

ELA Grades 4-6 Open Court Includes: Word Structure, Selection Vocabulary, Reading & Responding (questions), Spelling, Writing, English (G,U,M) Workshop

ELA Grades 7-8 Includes: Vocabulary, Reading & Responding (questions), Spelling, Writing, English (G,U,M) Workshop

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



The Academy operates grades K-8 to age appropriate students.

**SCHEDULE 7-8**

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

### **Physical Plant Description, Site Plan**

Martin Luther King, Jr. Education Center Academy consists of a campus of two structures; elementary and middle school buildings. It is centrally located near the John C. Lodge Expressway in Northwest Detroit. All buildings have shared parking lots and playgrounds. The 2 playgrounds have wood chipped areas with playground equipment surrounded by chain link fence. There are area lots for outdoor activities. There is one main parking lot in the back of the property and one driveway west of the property meant for dropping off students. There is additional parking adjacent to the campus.

The elementary school building at 16841 Appoline, Detroit, MI 48235, houses Grades K-4. This building is a single story cement block structure. It has 14 classrooms, 2 computer labs, art and dance studios, a music room with 2 practice rooms, a resource room, a library and 3 administrative offices with teacher work space. The gymnasium/cafeteria is adjacent to the kitchen. There are 8 student lavatories, 2 staff lavatories, and 2 janitorial closets. The furnaces run on natural gas and have central air conditioning. There are 3 exterior doors that allow access into the building. There are emergency exit doors in each of the 22 classrooms. The elementary school is equipped with a fire alarm with emergency lights and sprinkling system.

The middle school building at 16815 James Couzens, Detroit, MI 48235 houses Grades 5-8. This building is a single story cement block building. It has 6 classrooms, a science lab, music room with 3 practice rooms, and a library. Administrative offices include the dean, social worker/counselor, and secretary, and a conference room and teacher workroom. There are 2 technology rooms for housing the server and equipment, lavatories for students (2) and staff (1), 1 storage closet, and 1 janitorial closet. Furnaces run on natural gas equipped with central air conditioning. There are 9 exterior doors that allow emergency exits from each classroom, and 2 major exterior doors to exit or enter the building. The middle school is equipped with a fire alarm with emergency lights and sprinkling system.

## LEASE

**THIS LEASE** is made effective as of January 1, 2010 between **Legacy Educational Enterprises, Inc.**, as Landlord, and **Martin Luther King, Jr. Education Center Academy**, as Tenant. In consideration of the covenants contained in this Lease, and intending to be legally bound, the parties agree as follows:

### DESCRIPTION:

- (1) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises situated in the City of Detroit, County of Wayne, State of Michigan, commonly known as 16815 James Couzens Highway and consisting of approximately 9,240 square feet of rentable space (the "Premises").

### TERM AND RENT

- (2) Subject to the provisions for termination contained in this Section 2, the term of this Lease shall be five years, beginning on the date of this Lease; provided that this Lease shall be automatically renewed for successive five year periods. This Lease shall be automatically terminated 30 days after Tenant is no longer chartered to operate as a public school academy by the School District of the City of Detroit. In addition, after the ten year anniversary of this Lease, either party may terminate this Lease on June 30<sup>th</sup> of any year by giving the other party 90 days' prior written notice.

Landlord acknowledges that Tenant advanced \$910,000 for the construction of the Premises and that Landlord is liable for, and shall repay, such amount in full, with interest on the unpaid balance at the annual rate of 2.28% per annum, compounded monthly, by reductions in such balance in lieu of the payment of cash rent, as provided in this Lease. Such balance shall be deemed paid in full upon the ten year anniversary of this Lease. If this Lease is terminated for any reason prior to its ten year anniversary, Landlord shall remain liable to Tenant for any unpaid balance of such advance.

The total annual rent for the Premises shall be \$101,664.00, payable in installments of \$8,472 on the first day of each month. Until January 1, 2020, rent shall be deemed paid by the application by Tenant of the monthly installments of rent to the reduction of the balance owed by Landlord to Tenant. Tenant shall not be required to make any cash payments of rent January 1, 2020.

All cash rents shall be paid to Landlord or its authorized agent, at P.O. Box 211121 Detroit, Michigan 48221.

### DEFAULT

- (3) If Tenant shall default in any payment other than rent required to be paid by Tenant under the terms hereof, Landlord may make such payment, in which event the amount thereof shall be payable as rental to Landlord by Tenant on the next rent day and on default in such payment Landlord shall have the same remedies as on default in payment of rent.

### ASSIGNMENT AND SUBLETTING

- (4) Tenant shall not assign this Lease or mortgage or sublet any portion of the Premises without prior written consent of Landlord, and such

consent shall not be unreasonably withheld. Any such assignment, mortgage or subletting without consent shall be void and shall give Landlord the right to terminate this Lease and re-enter and re-possess the leased Premises.

**BANKRUPTCY AND  
INSOLVENCY**

- (5) Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then this Lease may be canceled at the option of Landlord, unless adequate assurance of performance is provided by tenant to Landlord's satisfaction, and affirmation is in strict conformance with the Federal Bankruptcy Code.

**RIGHT TO  
MORTGAGE**

- (6) Landlord reserves the right to subordinate this lease to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the Premises and on the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises form a part. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments in the name of Tenant.

**USE AND  
OCCUPANCY**

- (7) The Premises shall be used and occupied for a public school academy and for no other purposes without the written consent of Landlord and Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation. On any breach of this Lease Landlord shall have the option to terminate this Lease forthwith and re-enter and re-possess the Premises.

**FIRE**

- (8) If the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire Premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the Premises are restored to a tenable condition. If Tenant shall fail to remove damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such delay. There shall be no abatement of rental if such fire or other cause damaging or destroying the Premises shall result from the negligence or willful act of Tenant, Tenant's agents or employees. If Tenant shall use any part of the Premises for storage during the period of repair a reasonable charge for such storage shall be made against Tenant. In case the Premises, or the buildings of which they are a part shall be destroyed to the extent of more than one-half of their value, Landlord shall have the option to terminate this Lease by a written notice to Tenant.

**REPAIRS BY  
LANDLORD**

- (9) Landlord after receiving written notice from Tenant and having reasonable opportunity thereafter to obtain the necessary workers therefore agrees to keep in good order and repair the roof and the four outer walls of the Premises but not the doors, frames, the window glass, window casings, window frames and windows, or any attachment thereto or attachments to said buildings or Premises used in connection therewith.

**REPAIRS,  
ALTERATIONS  
AND CARE OF  
PREMISES BY  
TENANT**

- (10) Except as provided in Section 8 of this Lease, Tenant will, at Tenant's expense, during the continuation of this Lease, keep the Premises in as good repair and at the expiration of the term of this Lease yield and deliver up the Premises in like condition as when taken, reasonable use and wear thereof and damage by the elements, fire, explosion or other casualty excepted. Without the approval of Landlord (which shall not be unreasonably withheld), Tenant shall not make any alterations, additions or improvements to the Premises, except movable office furniture and trade fixtures put in at the expense of Tenant. Any other fixtures affixed to the Premises shall be the property of Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease.

Tenant shall not perform any acts or carry on any practices which may injure the Premises and shall keep the Premises under Tenant's control (including adjoining drives, streets, alleys or yard) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon the Premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning sidewalks. Such charges shall be paid to Landlord by Tenant as soon as the bill is presented and Landlord shall have the same remedy as is provided in Section 3 of this Lease in the event of Tenant's failure to pay rent.

Tenant shall at Tenant's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the Premises and the cleanliness, safety, occupation and use of the Premises.

**EMINENT  
DOMAIN**

- (11) If any part of the Premises shall be taken or condemned for public use, and a part of the Premises remains which is susceptible of occupation, this Lease shall, as to the part taken, terminate as of the date the condemner acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining terms as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided however, that landlord may at Landlord's option, terminate this Lease as of the date

the condemner acquires possession. In the event that the Premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease shall terminate upon the date upon which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to Landlord, and Tenant shall not be entitled to any part thereof except any amount awarded to Tenant for Tenant's trade fixtures or moving expenses.

**CONDITION OF  
PREMISES**

- (12) Tenant acknowledges that Tenant has examined the Premises prior to the date of this Lease, and knows the condition of the Premises, and that no representations as to the condition or state of repairs of the Premises have been made by Landlord, or Landlord's agent, which are not expressed in this Lease. Tenant hereby accepts the Premises in their present condition at the date of the execution of this Lease.

Landlord shall not be responsible or liable to Tenant for any loss or damage to Tenant's property that may be caused by bursting, stoppage or leaking of water, gas, sewer or steam pipes.

**RE-RENTING**

- (13) For a period commencing 90 days prior to the termination of this Lease, Landlord may show the Premises to prospective purchasers or tenants.

**HOLDING OVER**

- (14) If Tenant holds over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

**GAS, WATER,  
HEAT, ELECTRICITY**

- (15) Tenant shall promptly pay all charges made against the Premises for gas, water, heat and electricity during the continuance of this Lease, as the charges become due.

**ACCESS TO  
PREMISES**

- (16) Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary, Landlord may demand that Tenant make them and if Tenant refuses or neglects forthwith to commence such repairs or cause them to be made, Tenant will forthwith on demand pay to Landlord the cost thereof, and if Tenant shall make default in such payment the Landlord shall have the remedies provided in Section 3 of this Lease.

**RE-ENTRY**

- (17) In case any rent shall be due and unpaid or if default be made in any of the covenants contained in this Lease, or if the Premises shall be deserted or vacated, then it shall be lawful for Landlord, its attorneys, representatives and assigns, to re-enter into and re-possess the Premises and cause Tenant and each and every occupant of the Premises to be removed and put out.

**QUIET  
ENJOYMENT**

- (18) Landlord covenants that Tenant, on payment of all rent due and performing all the covenants in this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the term.

**EXPENSES  
DAMAGES  
RE-ENTRY**

- (19) If Landlord shall, during the period covered by this lease, obtain possession of the Premises by re-entry, summary proceedings, or otherwise, Tenant shall pay Landlord the expense incurred in obtaining possession of the Premises, and also all expenses and commissions which maybe paid for the letting of the Premises, and all other damages.

**REMEDIES NOT  
EXCLUSIVE**

- (20) Each and every right, remedy and benefit provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

**WAIVER**

- (21) One or more waivers of any covenant or condition by a party shall not be construed as a waiver of a further breach of the same covenant or condition.

**DELAY OF  
POSSESSION**

- (22) If Landlord is unable to deliver possession of the Premises at the commencement of this Lease, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within 10 days of the commencement of the term of this Lease.

**NOTICES**

- (23) Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the Premises, or to Landlord, at 16827 Appoline, Detroit, Michigan 48235, or at such other place as may be designated by the parties from time to time.

**SECURITY  
DEPOSIT**

- (24) Landlord acknowledges the receipt of Fifty Dollars (\$50.00) to secure the performance of Tenant's obligations hereunder. Any balance of such security deposit remaining upon termination of this Lease shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.

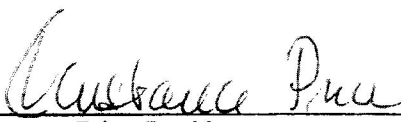
**SUCCESSORS AND  
ASSIGNS**

- (25) The covenants, conditions and agreements in this Lease shall be binding on the successors, representatives and assigns of the parties hereto.



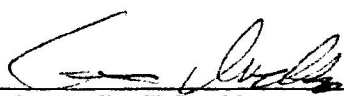
**IN WITNESS WHEREOF**, the parties to this Lease have caused this Lease to be executed by their duly authorized officers with effect from the day and year first above written.

**LANDLORD:**  
**Legacy Educational Enterprises, Inc.**

By:   
Constance Price, President

Dated: 5/17/2015

**TENANT:**  
**Martin Luther King Jr. Education Center Academy**

By:   
Arthur Dudley II, President

Dated: May 17, 2015

## LEASE

**THIS LEASE** is made on 09/1/2014 between **Legacy Educational Enterprises, INC** as Landlord and **Martin Luther King, Jr. Education Center Academy**, as Tenant, and the parties agree as follows

### DESCRIPTION:

- (1) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises situated in the City of Detroit, County of Wayne, State of Michigan, commonly known as 16841 Appoline. (20,400 sqft)

### TERM AND RENT

- (2) The term of this Lease shall be five years, beginning on the date of this Lease. Notwithstanding the foregoing, this Lease shall be automatically renewed for successive 5 year periods, provided that subsequent to the five year anniversary of this Lease, other party may terminate this Lease by giving the other party 30 days prior written notice

The total annual rent shall be \$173,400.00 payable as follows: \$14,450 payable on the first day of each month.

All rents shall be paid to Landlord or the authorized agent, at the following address: P.O. Box 211121 Detroit, Michigan 48221.

Notwithstanding anything to the contrary in this Lease, this Lease shall become effective if and only if the Tenant receives a charter to operate as a public school academy, as defined under Public Act No. 416 of 1994, from the Detroit Board of Education.

### DEFAULT

- (3) If tenant shall default in any payment other than rent required to be paid by Tenant under the terms hereof, Landlord may make such payment, in which event the amount thereof shall be payable as rental to Landlord by Tenant on the next rent day and on default in such payment Landlord shall have the same remedies as on default in payment of rent.

### ASSIGNMENT AND SUBLETTING

- (4) Tenant shall not assign this Lease or mortgage or sublet any portion of the Premises without prior written consent of Landlord, and such consent shall not be unreasonably withheld. Any such assignment, mortgage or subletting without consent shall be void and shall give Landlord the right to terminate this Lease and re-enter and re-possess the leased Premises.

### BANKRUPTCY AND INSOLVENCY

- (5) Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then this lease may be canceled at the option of Landlord, unless adequate assurance of performance is provided by tenant to landlord's satisfaction, and

affirmation is in strict conformance with the Federal Bankruptcy Code.

**RIGHT TO MORTGAGE**

- (6) Landlord reserves the right to subordinate this lease to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the Premises and on the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the leased Premises form a part. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of tenant to execute and deliver any such instrument or instruments in the name of Tenant:

**USE AND OCCUPANCY**

- (7) The premises shall be used and occupied for a public school academy and for no other purposes without the written consent of Landlord and Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation. On any breach of this agreement Landlord shall have the option to terminate this Lease forthwith and re-enter and re-possess the leased Premises.

**FIRE**

- (8) It is understood and agreed that if the premises are damaged or destroyed in whole or in part by fire or other casualty during the term, Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire Premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the Premises are restored to a tenable condition. If the Tenant shall fail to remove damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such delay. There shall be no abatement of rental if such fire or other cause damaging or destroying the leased Premises shall result from the negligence or willful act of the Tenant, Tenant's agents or employees. If Tenant shall use any part of the leased Premises for storage during the period of repair a reasonable charge shall be made therefore against Tenant. In case the Leased Premises, or the buildings of which they are a part shall be destroyed to the extent of more than one-half of the value thereof, Landlord shall have the option to terminate this Lease by a written notice to Tenant.

**REPAIRS**

- (9) Landlord after receiving written notice from Tenant and having reasonable opportunity thereafter to obtain the necessary workers therefore agrees to keep in good order and repair the roof and the four outer walls of the Premises but not the doors, frames, the window glass, window casings, window frames and windows, or any attachment thereto or attachments to said buildings or Premises used in connection therewith.

**REPAIRS AND  
ALTERATIONS  
AND CARE OF  
PREMISES**

- (10) Except as provided in paragraph 8 hereof, tenant further covenants and agrees that tenant will, at tenant's expense, during the continuation of this Lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements, fire, explosion or other casualty excepted. Tenant shall not make any alterations, additions or improvements made by either of the parties hereto upon the Premises, except movable office furniture and trade fixtures put in at the expense of tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease.

Tenant covenants and agrees that if the demised Premises consist of only a part of a structure owned or controlled by Landlord, Landlord may enter the demised Premises at reasonable times and install or repair pipes, wires, and other appliances or make any repairs deemed by Landlord essential to the use and occupancy of the other parts of Landlord's buildings.

Tenant shall not perform any acts or carry on any practices which may injure the buildings or be a nuisance or menace to other Tenants in the buildings and shall keep Premises under Tenant's control (including adjoining drives, streets, alleys or yard) clean and free from rubbish, dirt, snow and ice at all times. If tenant shall not comply with these provisions, Landlord may enter upon said Premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to Landlord by Tenant as soon as the bill is presented and Landlord shall have the same remedy as is provided in Paragraph 3 of this Lease in the event of Tenant's failure to pay.

The Tenant shall at Tenant's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the Premises hereby leased and the cleanliness, safety, occupation and use of same.

**EMINENT  
DOMAIN**

- (11) If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation, this Lease shall, as to the part taken, terminate as of the date the condemner acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining terms as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided however, that landlord may at Landlord's option, terminate this Lease as of the date the condemner acquires possession. In the event that the demised Premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease

shall terminate upon the date upon which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to Landlord, and tenant shall not be entitled to any part thereof except any amount awarded to Tenant for Tenant's trade fixtures or moving expenses.

**CONDITION OF  
PREMISES**

- (12) Tenant acknowledges this tenant has examined the leased Premises prior to the making of this Lease, and knows the condition thereof, and that no representatives as to the condition or state of repairs thereof have been made by Landlord, or Landlord's agent, which are not herein expressed, and Tenant hereby accepts the leased Premises in their present condition at the date of the execution of this Lease.

Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be caused by the acts or omissions of persons occupying adjoining premises or any part of the buildings of which the leased Premises are a part or for any loss or damage resulting to Tenant or tenant's property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

**RE-RENTING**

- (13) Tenant hereby agrees that for a period commencing 90 days prior to the termination of this Lease, Landlord may show the Premises to prospective purchasers or tenants.

**HOLDING OVER**

- (14) It is hereby agreed that if Tenant holds over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

**GAS, WATER,  
HEAT, ELECTRICITY**

- (15) Tenant shall promptly pay all charges made against the leased Premises for Gas, water, heat and electricity during the continuance of this Lease, as the charges become due.

**ACCESS TO  
PREMISES**

- (16) Landlord shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary, Landlord may demand that Tenant make them and if Tenant refuses or neglects forthwith to commence such repairs or causes them to be made, Tenant agrees that Tenant will forthwith on demand pay to Landlord the cost thereof, and if Tenant shall make default in such payment the Landlord shall have the remedies provided in Paragraph 3 hereof.

**RE-ENTRY**

- (17) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the leased Premises shall be deserted or vacated, then it shall be lawful for the Landlord, its certain attorney, representatives and assigns, to re-enter into, re-possess the said Premises and the Tenant and each and every occupant to remove and put out.

**QUIET  
ENJOYMENT**

- (18) Landlord covenants that Tenant, on payment of all rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the demised Premises for the term.

**EXPENSES/  
DAMAGES  
RE-ENTRY**

- (19) If landlord shall, during the period covered by this lease, obtain possession of the Premises by re-entry, summary proceedings, or otherwise, Tenant hereby agrees to pay Landlord the expense incurred in obtaining possession of the Premises, and also all expenses and commissions which maybe paid for the letting of the Premises, and all other damages.

**REMEDIES NOT  
EXCLUSIVE**

- (20) It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

**WAIVER**

- (21) One or more waivers of any covenant or condition by a party shall not be construed as a waiver of a further breach of the same covenant or condition.

**DELAY OF  
POSSESSION**

- (22) If Landlord is unable to deliver possession of the Premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within 10 days of the commencement of the term hereof.

**NOTICES**

- (23) Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the Premises, or to Landlord, at 16827 Appoline, Detroit, Michigan 48235 or at such other place as may be designated by the parties from time to time.

**SECURITY  
DEPOSIT**

- (24) Landlord acknowledges the receipt of Fifty Dollars (\$50.00) to secure the performance of Tenant's obligations hereunder. Landlord shall not be obligated hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment of last month's rent.
- (25) The covenants, conditions and agreements herein are binding on the successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

**Legacy Educational Enterprises, INC**

By: Constance Price  
Constance Price, Secretary

Dated: 9/1/14

TENANT:

**Martin Luther King Jr. Education Center Academy**

By: Arthur Dudley  
Arthur Dudley, Board Chairperson

Dated: as of 9/1/14

# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

Michigan Department of Labor & Economic Growth  
Bureau of Construction Codes & Fire Safety/Building Division  
P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317

Building Permit No. LB020039

16841 Appoline  
Detroit, Michigan  
Wayne County

The above named building of Use Group E and Construction Type 3A is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief  
Charles E. Curtis, Assistant Chief  
Building Division

April 20, 2005



# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

Michigan Department of Labor & Economic Growth  
Bureau of Construction Codes & Fire Safety/Building Division  
P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317

Building Permit No. B028634

16815 James Couzens  
Detroit, Michigan  
Wayne County

The above named building of Use Group E and Construction Type 3A is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 118.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief  
Charles E. Curth, Assistant Chief  
Building Division

January 6, 2010