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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

**OAKLAND ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

OAKLAND ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2025**

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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 Oakland Academy (the “Academy”), to be effective July 1, 2025, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through 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. New Public School Academies Located within the Boundaries of a Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership, and curriculum than the public school previously operating at that site(s):

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

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

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

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

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Oakland Academy
Attn: Board President
6325 Oakland Drive
Portage, MI 49204

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2025, and shall remain in full force and effect for five (5) years until June 30, 2030, unless sooner revoked or terminated according to the terms hereof.

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

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


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

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

[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.

OAKLAND 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 FEBRUARY 21, 2025:

Reauthorization of 6a Charter Contract – Oakland Academy, Portage (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 20, 1998, initially authorized the issuance of a contract to charter Oakland Academy (the “Academy”); and reissuance on February 29, 2008, and again on April 28, 2018; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2025, and ending June 30, 2030;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 28th day of February 2025.

Stacie R. Behler, Vice President and Chief Public
Affairs and Communications Officer
Secretary, Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 27, 2018:

Reauthorization of 6a Charter Contract – Oakland Academy, Portage (7 years)

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

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 11, 2011, authorized the conversion of the Academy from a 6a public school academy to a 6e School of Excellence; and

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

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a 6a contract to charter as a public school academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2018, and ending June 30, 2025;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy, authorizes a change in status from a 6e to a 6a contract, and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 7th day of May 2018.

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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JULY 14, 2017:


Grade Addition – Oakland Academy (7-8th Grade)

WHEREAS, the Board of Trustees has authorized Oakland Academy (the “Academy”) to operate grades Kindergarten through Sixth (K-6); and

WHEREAS, the Academy, requests the Board of Trustees approve the addition of Seventh and Eighth grades (7-8th) for the Academy;

NOW, THEREFORE, BE IT RESOLVED, that, in accordance with Article IX of the Terms and Conditions incorporated into the Academy’s Contract, dated July 1, 2011, the Board of Trustees hereby approves the addition of Seventh and Eighth grades (7-8th) for 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 24th day of July 2017.


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



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

Oakland Academy Contract Conversion Authorizing Resolution

The following resolution is proposed:

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

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

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

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

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



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

NOW, THEREFORE, BE IT RESOLVED:

AUTHORIZING RESOLUTION FOR OAKLAND ACADEMY, A SCHOOL OF EXCELLENCE:

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

Earl Dalzell	1 year term expiring June 30, 2011
Charles D. Simpson	1 year term expiring June 30, 2011
Bonnie E. Voss	1 year term expiring June 30, 2011
Randy V. Bonzheim	2 year term expiring June 30, 2013
Larry L. Harris	3 year term expiring June 30, 2014

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

Oakland Academy Contract Conversion Method of Selection Resolution

The following resolution is proposed:

OAKLAND ACADEMY SCHOOL BOARD OF DIRECTORS:
METHOD OF SELECTION AND APPOINTMENT

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.

- b. Subsequent School of Excellence Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
 - c. Exigent Appointments: When the CSO Director determines an “exigent condition” exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the University Board determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, a School of Excellence Board Member Questionnaire and a release for criminal records and history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee

or representative of the University or be a member of the University Board.

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

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

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

- e. Ceases to be qualified
- f. Is incapacitated

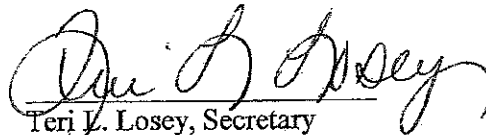
7. Filling a Vacancy: The Academy Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of Academy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

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

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

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 15 day of March, 2011.



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



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

08-1-13 (13) Charter Schools Report

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

Oakland Academy, Portage (7 year)

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 20, 1998, authorized the issuance of a contract to charter a public school academy to Oakland Academy (the "Academy") and on July 2, 1998, the contract was executed.

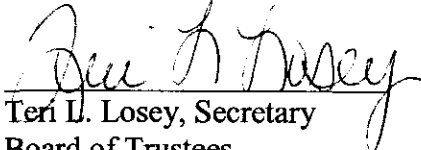
NOW, THEREFORE, BE IT RESOLVED:

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

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 3, 2008 and ending June 30, 2015.

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

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


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



**GRAND VALLEY
STATE UNIVERSITY**

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

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF CONTROL OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 20, 1998:

98-1-21 (21) Authorization to Establish Charter Schools

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

(7) Oakland Academy

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, as amended;

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

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

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

1. The Oakland Academy application submitted under Section 502 of the
Revised School Code meets the University Board's requirements and the
requirements of applicable law and is therefore approved.
2. The University Board approves the application and its support
documents, including the articles of incorporation, as presented at the

meeting. The Oakland Academy shall be organized as a Michigan nonprofit corporation under Section 502 of the Revised School Code.

3. The University Board has established the method of selection, length of term and number of members of the board of directors of Oakland Academy and hereby adopts the following:

a) Method of Selection. The members of the Board of Directors of Oakland Academy shall be selected by the following method:

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

Notwithstanding any of the provisions of this resolution or the Academy's contract, the University Board may change the method of selection by passing another resolution. Such change shall not require Academy Board approval.

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

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

d) Qualifications of Members. The members of the Board of Directors of Oakland Academy must include (i) parent or guardian of a child attending the school; and (ii) one professional educator.

The members of the Board of Directors of Oakland Academy shall not include (i) employees of Oakland Academy; (ii) Grand Valley State University officials or employees, as representatives of Grand Valley State University; (iii) members appointed or controlled by another profit or nonprofit corporation; and (iv) any

director, officer or employee of a management company that contracts with the Academy.

e) Oath. All members of the Board of Directors of Oakland Academy must file an acceptance of public office form with the University. All members of the Board of Directors of Oakland Academy shall take an oath of office.


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

g) Initial Members of the Board of Directors. The University Board appoints the following persons to serve as the initial members of the Board of Directors of Oakland Academy:

James Darrell Cowart	3 year term
Earl William Dalzell	1 year term
Howard Edsel Farris	2 year term
Stephen Roger Olson	3 year term
Kathryn Elizabeth Spiegel	2 year term

4. The University Board approves the issuing of a contract to charter a public school academy to Oakland Academy and authorizes Donna Brooks, Chair of the Board of Control, to execute a contract to charter a public school academy and related documents between Oakland Academy, (a public school academy), and Grand Valley State University Board of Control (authorizing body), on or after February 20, 1998, provided that, before execution of the Contract, the President or his designee affirms that all terms of the Contract have been agreed upon and Oakland Academy is able to comply with all the terms and conditions of the Contract and all applicable law.

IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED MY NAME AS Secretary and have caused the seal of said body corporate to be hereto affixed this 13th day of May, 1998.


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

SCHEDULE 2

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
JUL 29 2020	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name	TranInfo:1 24301279-4 07/22/20 Chk#: 8297 Amt: \$20.00 TO: OAKLAND ACADEMY	
Address		
City State Zip Code		
EFFECTIVE DATE:		FILED

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

AUG 05 2020

ADMINISTRATOR
CORPORATIONS DIVISION

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

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

1. The current name of the corporation is Oakland Academy.
2. The identification number assigned by the Bureau is: 800856208
3. All former names of the corporation are: Not Applicable
4. The date of the filing of the original Articles of Incorporation was: May 08, 1998

The following Restated Articles of Incorporation 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: Oakland 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 Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

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

Real Property: none

- b. The description and value of its personal property assets are:

Personal Property: none

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

ARTICLE IV

1. The name of the resident agent at the registered office: Douglas McNeil
2. The address of the registered office is: 250 Washington Ave., Grand Haven, Michigan 49417.
3. The mailing address of the registered office, if different than above: Same as above

ARTICLE V

The name and address of the incorporator is as follows:

Name	Residence or Business Address
Lisa A. Letarte	600 S. Lincoln Street, Augusta, Michigan 49012

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Conservator; Appointment by University President:** Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of

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

ARTICLE VIII

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

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

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

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

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

ARTICLE XIV

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

ARTICLE XV

The Restated Articles of Incorporation shall become effective upon filing. The undersigned hereby certifies that these Restated Articles of Incorporation were adopted by the unanimous consent of all the Directors of the Academy Board, at a properly noticed public meeting at which a quorum of the Directors was present on the 18th day of June, 2020, in accordance with Section 641 of the Act.

Signed this 18th day of June 2020.



Dr. C. Dennis Simpson
Academy Board President

CONTRACT SCHEDULE 3

BY LAWS

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BYLAWS
OF
Oakland Academy

ARTICLE I

NAME

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

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy shall be 600 S. Lincoln Street, Augusta, MI 49012. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

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

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 20th day of June, 2019.


Board Secretary

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 Oakland Academy ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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


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

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

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

Acknowledgment of Receipt

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

BY: 

David Boyne, Director
State Finance Division
Michigan Department of Treasury

Date: March 20, 2025

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS



Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2025 – June 30, 2026

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2025-2026 School Calendar/School Day Schedule.	CSO
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2025-2026.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2025-2026.	CSO
July 1	Budgeted Enrollment Number for 2025-2026.	CSO
July 15	Alternative Education Data Collection – final data for 24-25 school year, if applicable.	CSO
August 1	Annual Designations – Board Resolutions for appointment of Freedom of Information Act Coordinator, Legal Counsel, School Safety Liaison, and Chief Administrative Officer for 2025-2026.	CSO
August 18	Authorizer Report: ESPs and Owner of Academy Property.	
August 28	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
August 28	Hylant Insurance Policy Submission.	CSO
September 5	GVSU Check Directions (Where do we send checks for the 25-26 FY?)	CSO
September 5	Board approved Student Handbook 2025-2026.	CSO
September 5	Board adopted Employee Handbook 2025-2026.	CSO
September 5	Copy of School Improvement Plan covering 2025-2026 academic year.	CSO
September 5	School Contacts Update Certification.	CSO
September 12	Updated Waitlist Number for 2025-2026.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2025.	CSO
October 3	Unofficial Count Day Submission.	CSO
October 10	National Student Clearinghouse information-high schools only (see Epicenter task).	CSO
November 1	New Task: Per Public Act 214 of 2024 certification; list average salaries for new teachers, veteran teachers, and support staff on the academy website.	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2025. (See MDE Website, https://www.michigan.gov/mde , for MDE due date).	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2025, if issued. If a	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	
November 1	Annual A-133 Single Audit for year ending June 30, 2025, is required if over \$750K in federal funds were expended. If a single audit is not necessary, a letter stating as such is required to be submitted.	CSO
November 3	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
November 17	Alternative Education Data Collection, if applicable.	CSO
December 1	Transparency Page Update Certification.	CSO
January 9	Staff Roster (GVSU Format).	CSO
January 9	School Contacts Update Certification.	CSO
January 9	Emergency Operations Plan.	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 13	Annual Education Report. The deadline changes for this each year. Please be sure to check mischooldata.org for the updated templates or find them in the Epicenter Task.	CSO
April 13	Ensuring Access to Federal Funds-Significant Expansion Notice	CSO
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2026-2027.	CSO
May 15	Offered Seat Schedule per Grade for 2026-2027.	CSO
May 15	Waitlist for 2026-2027.	CSO
June 2	Certificate of Boiler Inspection covering 2025-2026.	CSO
June 2	NWEA Counts for next academic year.	CSO
June 12	Copy of Notice of Public Hearing for Annual Operating Budget for 2026-2027. Must be published in newspaper of general circulation for at least 6 days before the hearing.	CSO
June 26	2025-2026 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 26	Board adopted Letter of Engagement for year ending June 30, 2026, for an independent financial audit.	CSO
June 26	2024-2025 Annual Operating Budget – Final Amendment	CSO
June 26	Food service license expiring in 2026.	CSO
June 26	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO
June 26	Total number of graduates (High Schools Only).	CSO

Ongoing Reporting Requirements

July 1, 2025 – June 30, 2026

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. <i>Meeting schedule should be available on academy website.</i>	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>	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. <i>Minutes should be available on academy website.</i>	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2025-2026 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
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.	CSO
10 days of receipt	Correspondence received from the Michigan Department/State Board of Education and the Intermediate School District 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, 2025 – June 30, 2026

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 https://www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups.	CSO
REQUIRED BOARD POLICIES <i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>	SUBMIT TO:
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308b	CSO
Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

Calendar of Additional Reporting Requirements and Critical Dates
July 1, 2025 – June 30, 2026

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July	2024-2025 31a Funds Report Due.	NexSys
July/August	Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May).	NexSys
1 st Wednesday of October	Student Count Day for State Aid FTE (90% of state funding).	No submission required.
September	SE-4094 Special Education Transportation Report from 2024-25 (Contact ISD for due date).	FID
September	SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).	FID
September	*Special Education Findings–Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required.	Catamaran
September	Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).	NexSys
September	Certification of Constitutionally Protected Prayer.	NexSys
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.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 1	Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.	FID
November	Deadline for MSDS FTE Count Certification.	CEPI
December 1	Registry of Educational Personnel (REP) Fall Submission.	REP
November/ December	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 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
January	Special Education Excess Cost Report (Contact ISD for due date).	Catamaran
February 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.
2 nd Wednesday of February	Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).	MDE
March	Deadline for MSDS FTE Count Certification.	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran
March 1 – March 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings–May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review/completion of corrective actions as required.	Catamaran
June	Final year-end certification due (MSDS).	ISD, CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)
June 30	Registry of Educational Personnel (REP) Submission.	REP

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

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

SCHEDULE 6

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

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

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

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

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

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

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

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

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

MANAGEMENT AGREEMENT
Between
Oakland Academy
And
Summit Management Consulting, LLC

This Management Agreement (the "Agreement") is made and entered into as of the 1st day of July 2025, by and between **Summit Management Consulting, LLC** ("Summit"), and **Oakland Academy** (the "Academy"), a Michigan non-profit corporation and Michigan public school academy, with reference to the following:

- A. The Academy has been granted a charter (the "Charter") from Grand Valley State University (the "Authorizing Body") to organize and operate a public Academy(s), as defined in the Michigan Revised Academy Code (the "Act");
- B. Summit was established, among other things, to manage academies and to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the organization and operation of Academies;
- C. The Academy desires to develop educational excellence with Summit overseeing a comprehensive educational program and management principles;
- D. Subject to the terms of this Agreement, the Academy agrees that it is in its best interests to enter into this Agreement with Summit; and
- E. The Academy 's Board of Directors (the "Board") desires to engage Summit to perform certain services related to all its academies as set forth below.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I
RELATIONSHIP OF THE PARTIES

1. Status of the Parties. The Authorizing Body has granted a charter to The Academy to organize and operate a public charter Academy(s), together with the powers necessary or desirable for carrying out the Educational Program set forth therein. The Academy is authorized to contract with Summit to provide the Educational and Administrative Services provided for herein. Summit is not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Act and is not a division or a part of Summit. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between the Academy and Summit or, except as provided in Section 3.2.g.(4) C., below, to make one the agent of the other. Neither the Academy nor Summit will otherwise hold itself out as a partner or agent of the other or state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the Academy nor Summit has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Summit will be considered an employee of the Academy by either party for any purpose whatsoever.

2. The Summit Attendance at Board Meetings. Summit shall receive notice from the Board of any regular, special, or closed session meeting of the Board and shall have the right to have its designee present at any such meeting, provided, however, that Summit representative shall have no right to attend a properly constituted closed session except upon invitation by the Academy Board chair or its members, it being understood that the parties intend to work together as transparently as possible, subject to this Agreement, the Charter and the Act, and consistent with preserving their legal rights. Unless the Board provides notice to Summit otherwise, Summit shall attend Board meetings and be responsible for ensuring Board meetings are properly noticed pursuant to the Open Meetings Act and will create all agendas and Board meeting packets in coordination with the Board President and in compliance with the Board Bylaws. Further, Summit will draft minutes of Board meetings and ensure they are available and posted in compliance with the Open Meetings Act.
3. Other Academies. The parties acknowledge that this arrangement is not exclusive, and that Summit will have the right to render similar services to other persons or entities including other public or private academies or institutions ("Other Academies"). Summit will maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other academies and only charge the Academy for expenses incurred or consideration earned on behalf of the Academy.

ARTICLE II TERM

1. Term. Subject to ARTICLE VI below, this Agreement will become effective as of July 1, 2025 hereof (the "Effective Date"), cover five academic years, and end at the end of fifth academic year, being June 30, 2030 (the "Termination Date").

ARTICLE III EDUCATIONAL, ADMINISTRATIVE, AND OPERATIONAL SERVICES

Summit shall provide the Academy with the following educational, administrative, and operational services as set forth in this Article III, provided that the Academy shall be responsible for the costs associated with implementing and/or facilitating the recommendations and directives of Summit associated with the provisions or the services outlined below.

3.1 Educational Services

1. For the Term (as defined in ARTICLE II above), Summit shall implement the educational goals and programs set forth in the Charter and established by the Board, including but not limited to methods of pupil assessment, admission policy and criteria, Academy calendar and Academy day schedule, age and grade classifications of pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (collectively the "Educational Program"). In the event that Summit determines that it is advisable to modify the Educational Program set forth in the Charter, Summit will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Program shall be implemented without the prior approval of the Board and the Authorizing Body. Summit shall provide the Board with periodic written reports specifying the level of achievement of each of the academies' educational goals set forth in the Charter and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board on a quarterly basis, and at such other times as mutually agreed time period as the same may be changed from time to time. The Educational Program shall be in compliance with the Charter, applicable state and federal laws, rules and regulations.

Under the policy direction of the Board, Summit shall be responsible for the aforesaid educational services (the "Educational Services") to be provided to the Academy and its students. Such Educational Services shall include, but are not limited to:

- i. Curriculum Development.
 1. Monitoring and reviewing; the evaluation of assessments and accountability systems;
 2. Oversee and maintain coordination of standardize testing;
 3. Oversee and maintain updating and revising policies and procedures in accordance with amendments to laws, regulations and/or policies; and
 4. Monitor develop of gifted education, special education, and ESL plans.
- ii. Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Superintendent (and/or executive director), the building principals, if any, and the rest of the leadership team, the teachers and support staff;
- iii. Special Education. Oversight of special education services by the Academy to its students in conformity with the requirements of state and federal laws and applicable regulations and policies;
- iv. Instructional Tools. Oversee the selection of instructional tools, equipment and supplies, including textbooks, computers, software and multi-media teaching tools and such other tools as are appropriate and commonly used in public education;
- v. Extra-Curricular and Co-Curricular Programs. Oversee the development and monitoring of appropriate extra-curricular and co-curricular activities and programs; and
- vi. Additional Educational Services. At the request of the Board, oversee and monitor such other services as are necessary or expedient for the provision of teaching and learning at the academies as may be agreed to in writing between the parties.

2. Summit will be responsible and accountable to the Board for the management and oversight of the Educational Services, provided that such obligations, duties and responsibilities are limited by the Academy's annual Budget, and Summit will not be required to expend funds on such services in excess of the amounts set forth in such Academy Budget unless approved by the Board and Summit.

3.2 Administrative and Operational Services.

- a. Human Resources/Personnel Management. Summit shall make recommendations to the Academy Board regarding staffing levels and shall be the Employer of Record in compliance with the following:
 1. Personnel Responsibility. Summit has the ultimate authority to select, discipline and transfer personnel, consistent with applicable laws. The School Leader or designee (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Evaluation and compensation systems shall comply with all applicable laws.
 2. School Leader. Summit shall identify and appoint a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the "School Leader"). The School Leader will hold all required certifications as required by the Code. The School Leader will be an employee of Summit, who may be disciplined and/or terminated by Summit in its sole discretion, once notice is provided to the Board pursuant to this Paragraph. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with Summit, will select and hold accountable all staff in Leadership Team positions. The

School Leader shall be responsible for supervising and managing the educational program and instruction of students. Summit will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. Summit shall notify the Board at least forty-eight (48) hours prior to the termination of the School Leader.

If the Board becomes dissatisfied with the performance of the School Leader, it shall state the causes of such dissatisfaction in writing and deliver it to Summit. Summit shall have a reasonable period of time to remedy the dissatisfaction; however, if it cannot remedy the dissatisfaction, Summit shall remove and replace the School Leader at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the duties and responsibilities of the School Leader at the Academy.

3. Teachers and Staff. Summit will provide administrative support to the School Leader to obtain resumes and credential information for the staff at the Academy. Summit will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, Summit will onboard and provide additional administrative support to the School Leader. Teachers employed by Summit shall not be considered public employees and are not eligible for purposes of continuing tenure under MCL §38.71 et seq.
4. Section 10. Criminal Background Checks. Summit agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.
5. Summit will inform the Board on the selection and hiring of all staff assigned to perform work at the Academy. The staff assigned to work at the Academy will be employees of Summit or its designee and thus evaluated by Summit. Their salaries and benefits will be a line item contained within and paid for under the Academy's operational budgets. These evaluations will be shared with the Board for its review. Other responsibilities of Summit shall include:
 1. Update and revise position descriptions;
 2. Review and oversee preparation of employment contracts;
 3. Interview all staff members; and
 4. Maintain all such teaching permits, licenses, approvals and authorizations in full force and effect and following local, state, and federal, laws.
- b. Professional Development for Academy Administrators and Teachers. In collaboration with Academy administration, Summit shall oversee all mandated training for the Academy staff members assigned to work at the Academy, orientation and training for new Summit employees assigned to work at the Academy prior to the commencement of each academic year and as needed, the professional development programs for Summit employees assigned to work at the Academy on staff development days in accordance with the charter. Other responsibilities of Summit shall include:
 - i. Coordination of staff development and teacher certification;

- ii. Coordination of establishment of new teacher mentoring plan;
 - iii. Coordination teacher training with respect to technology;
 - iv. Training of its employees, including the principal, administrators, and teachers; and
 - v. Training of non-instructional personnel.
- c. Technology Support and Database Management.
- i. Oversee the Integration of technology into the Academy program;
 - ii. Oversee selection of Web design and hosting; and
 - iii. Oversee selection of student information system.
- d. Marketing and Advertisement Materials.
- i. Oversee the preparation of operations manuals, forms applications, enrollment, and similar forms to be used by the Academy; and
 - ii. Oversee preparation and designing marketing and advertisement materials (brochures and fliers) and other electronic media utilized for this purpose.
- e. Grant Writing.
- i. Summit will assist in identifying and applying for grants;
 - ii. In coordination with Academy administrators, Summit from time to time hereafter, may apply for available grants in the name of the Academy, which will (A) provide additional funding to the Academy, (B) aid the Academy in fulfilling the terms of the contract and/or (C) provide additional services and programs to the students; and
 - iii. Prior to the application for any grant funds, the Academy shall review and approve any grant application in timely manner including any fees to be paid to Summit.
- f. Facility Operation and Maintenance. Coordinate and oversee the operation and maintenance of any Academy facility (the "Facilities") to the extent consistent with any and all leases or other documents pertaining to the Facilities, including oversight and management of any repair and renovation projects undertaken by the Academy. Summit's coordination and oversight will include proper maintenance and cleaning of the building. Moreover, Summit's coordination and oversight will include implementation of the food service program. Summit may subcontract such maintenance, custodial, and food services to third-parties pursuant to Article XII, paragraph 7, and such subcontracting costs will be paid for by the Academy.
- g. Business Administration. Summit will interview and select an individual appropriately qualified and certified to serve as the Academy Administrator, who shall perform, or oversee the performance of, all services necessary and appropriate for the proper performance of the Academy's business functions, including budget and accounting operations, general ledger management and financial reporting in accordance with this Agreement and applicable statutes and regulations as more specifically described below:
1. Payroll. Summit will oversee the selection of the payroll and account payable system or such other suitable alternative payroll provider as Summit may select from time to time with final approval of the Board. Summit employees, including administrative employees will be responsible for all data input. Summit employees will be responsible for establishing appropriate banking arrangements to enable accounting system to make direct charges of payroll against the Academy payroll account each pay period.
 2. Public Relations. Summit will coordinate and assist with any and all advertising and media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties. Summit will also oversee the following:

1. Coordinating development of newspaper and radio advertisement with Academy administrators; and
 2. Coordinating and Drafting press releases in coordination with Academy administrators and the Academy board of directors.
3. Budgeting and Financial Reporting.
- A. The Board is responsible for approving the final budget in accordance with the provisions of the state public charter rule and regulations. Summit will oversee the preparation of annual Academy budget by the principal and present to the Board a proposed annual budget (the "Academy Budget"). Future annual budgets will be prepared by Summit in the same general manner as the first year's annual budget (unless a different format is required by the Act) and will be subject to the approval of the Board, consistent with this Agreement, the Charter and the Act. The projected annual budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement and may be amended from time to time as deemed necessary by the Board.
 - B. Summit will prepare other financial statements as required by and in compliance with the Charter, the Act and other applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the Academy's financial statements. The cost for preparation of the financial statements will be the responsibility of Summit. The cost of the audit will be the responsibility of the Academy and will be provided for in the Academy Budget.
4. Maintenance of Financial and Student Records.
- A. Summit will maintain accurate financial records pertaining to its operation of the Academy together with all the Academy financial records prepared by Summit and retain these records as required by the Records Retention and Disposal Schedule for Michigan state laws and other applicable laws and regulations. All the Academy financial records retained by Summit pertaining to the Academy will be available to the Academy, the Authorizing Body, and to all other appropriate regulatory authorities for inspection and copying at the Academy's facilities upon request, it being understood that in most cases such copies will be made available within thirty (30) business days.
 - B. Summit will maintain accurate student records pertaining to students enrolled in the Academy as is required and in the manner provided by the Charter, the Act, and applicable laws and regulations, together with all additional student records prepared by or in the possession of Summit. Summit shall retain such records permanently at the Academy on behalf of the Academy, until this Agreement is terminated, at which time such records will be delivered to the Academy, which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the Academy).
 - C. During the term of this Agreement, the Academy may disclose confidential data and information to Summit and its respective officers, directors, employees, and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 *et seq.*, 34 CFR 300.610 - 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Americans with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and

Accountability Act ("HIPAA"), 42 USC 1320d - 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a. Summit and the Academy will maintain the proper confidentiality of such records as required by law and the Charter, including the provisions of the Family Educational Rights and Privacy Act (20 USC Section 1232g *et seq*) ("FERPA"). Summit, and its respective officers, directors, employees and designated agents are hereby authorized to serve as agents of the Academy, having a legitimate educational interest in the Program and its students for purposes of the FERPA such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA. In the event of a data breach of personally identifiable information of the Academy's educational records or other information not suitable for public release, Summit will assist the Academy in making proper notification to all affected parties. Further, the Academy and Summit will immediately endeavor to determine the source and cause of such data breach and will implement such measures as deemed necessary to remediate the breach and prevent any future breach.

D. Summit will maintain accurate employment, business and other records pertaining to the operation of the Academy as is required and in the manner provided by the Charter, the Act and applicable laws and regulations. Summit shall retain such records permanently on behalf of the Academy until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to the Academy, which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the Academy). Summit and the Academy will maintain the proper confidentiality of such records as required by the Charter and applicable law. This Agreement shall not be construed to restrict the Authorizing Body's or the public's access to these records under the Freedom of Information Act or the Charter, except to the extent permitted by law.

E. The Board shall be entitled at any time upon reasonable notice to Summit to audit the books and records of the Academy pertaining to its operation of the Academy pursuant to this Agreement.

- h. Admissions. In its first year, Summit will oversee implementation of the Academy admission and student enrollment policy in accordance with the Charter and applicable laws and regulations.
- i. Purchasing.
 - i. Summit will coordinate and monitors purchase or lease of furniture, computers, software, equipment, and other properties by the Academy necessary for the operation of the Academy; and
 - ii. Summit will provide access to the Academy to obtain centralized purchasing discounts where applicable and available.
- j. Additional Administrative Services. Summit will engage any other services reasonably necessary or expedient for the effective administration of the Academy as agreed to in writing from time to time by Summit and the Board. The Administrative Services will be provided in accordance with the Educational Program, the Act, and the Charter. The administrative services addressed in the Paragraph will include, but not be limited to, the Board meeting notices, creation of Board packets, drafting and posting of Board meeting minutes, and Open Meetings Act obligations of Summit stated in Article I, Paragraph 2.

- k. Modification of Services. Subject to this Agreement, the Charter, the Act, and other applicable laws and regulations, Summit may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Summit supplies the Board with written notice of such modifications.

3.3 Place of Performance; Provision of Offices. The Academy Board is responsible for the acquisition by purchase or lease any Facilities that comply with all the requirements of the Charter and will provide Summit with necessary and reasonable office space at the Facilities to perform all services described in this Agreement. Summit will provide management services at the Facilities. Summit may provide other services elsewhere, unless prohibited by the Charter and applicable laws. Summit will have offices in the Facilities free of rent or utilities with unencumbered access.

3.4 Authority. By this Agreement, the Board provides Summit all authority and power necessary and proper for Summit to undertake its responsibilities, duties, and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated under the provisions of the Act, any other applicable laws and regulations, or the Charter, provided further that no provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body, permit public decisions to be made other than in compliance with the Open Meetings Act or interfere with the Board's obligations to exercise its statutory, contractual and fiduciary responsibilities in governing the operation of its Academies.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1 Revenues. Except as hereinafter provided, all monies received by the Academy Board shall be deposited within three (3) business days with a financial institution acceptable to the Board. Only Academy Board members shall be named signatories on the account, or other individuals as designed by the Board pursuant to a Board Resolution as required by Article VIII, Section 3 of the Board's Bylaws. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by on or behalf of the Academy including, but not limited to;

- a. State School Aid Funds.
- b. Special Education funding provided by Federal or State Governments to the Academy.
- c. Gifted and Talented funding provided by Federal and State Governments that is directly allocable to gifted and talented students in the Academy.
- d. At-Risk funding provided by Federal and State Governments to the Academy that is directly allocable to at-risk students in the Academy.
- e. Funding provided by Federal and State Governments to the Academy that is directly allocable to students in the Academy with limited English proficiency.
- f. Federal and State grant sources, including Title 1, which is directly allocable to the Academy.
- g. Grants and donations received by the Academy (except to the extent Summit is not required or involved in soliciting, administering, or managing such grants and/or donations).
- h. Fees charged to students for extra services as and to the extent permitted by law.

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

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

4.2 Management Fee. In consideration for the services provided by Summit hereunder, and more specifically as enumerated in Article III, the Board agrees to pay Summit a fee for each Academic Year in an amount equal to Twelve Percent (12%) of the total Revenues received by the Academy (hereinafter referred to as the "Management Fee"). For purposes of calculating the Management Fee, Revenues shall be defined as stated in Article 4.1 above. Within five (5) business days of the receipt of a State School Aid payment, the Academy shall remit to Summit 12% of all Revenues received by the Academy since the remittance of the previous month's Management Fee. Any amounts outstanding at the end of the Fiscal Year will be reflected on the financial statements of the Academy. Total Revenues will be verified with the annual financial audit to reconcile all fees.

4.3 Other Revenue Sources.

- a. The Academy and Summit may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and the Academy's Charter, in the name of either Summit or the Academy; provided, however, that any solicitation of such grants by Summit in the name of the Academy or which identifies the Academy shall be subject to the prior approval of the Board.
- b. All funds received by Summit for the benefit of the Academy from such other revenue sources and programs pursuant to this Section 4.3 shall be deemed the Academy funds with the exception of a mutually agreed upon, but not less than 5% administration fee. Summit is not entitled to an administration fee if the Academy solicits grants or donations independently of Summit, as provided for in Paragraph 4.3(a).
- c. Nothing in this Section 4.3 will be construed to prohibit Summit from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for its such purposes.

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

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

**ARTICLE V
SUPPLEMENTAL PROGRAMS**

5.1 Supplemental Programs. In addition to the Educational Services and Administrative Services provided by Summit to the Academy, Summit may, subject to Board approval (which approval shall not be unreasonably withheld), provide additional services, including, but not limited to, prekindergarten, summer Academy, academic camps, before and after Academy programs, and vocational training to students and

non-students of the Academy (the “Supplemental Programs”), provided that nothing herein shall require Summit to provide any such Supplemental Program. Summit may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Summit will be responsible for the full cost of providing such Supplemental Programs. The Board will permit Summit to operate such Supplemental Programs without charge to Summit.

ARTICLE VI TERMINATION OF AGREEMENT

1. Termination.

- a. By the Academy. The Academy may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that Summit fails to remedy a material breach of this Agreement within 60 days after written notice from the Board. A material breach by Summit includes, but is not limited to: (i) a material failure to account for its expenditures of the Academy funds or for other expenses incurred by the Academy at Summit’s direction, (ii) Summit’s failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of or conflict with the Charter, this Agreement, the Act, and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Charter such that the Charter will be terminated or revoked, (iv) any act or omission that causes the Academy to materially breach the Charter or any of the Academy’s other material contractual obligations in any way, or (v) filing of bankruptcy by Summit. Termination by The Academy will not relieve the Academy of any obligations for payments outstanding to Summit as of the date of the termination.
- b. By Summit. Summit may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Board fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after written notice from Summit. A material breach includes, but is not limited to (i) the Academy’s failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) adoption by the Academy of an Educational Program in substantial variance from the Curriculum or the material recommendations of Summit, or (iii) an act or omission that causes Summit to be unable to perform its material obligations under this Agreement. Termination by Summit will not relieve the Academy of any obligations for payments outstanding to Summit as of the date of termination or liability for financial damages suffered by Summit as a consequence of the Academy’s breach (or of Summit’s termination as a result thereof) of this Agreement.
- c. Termination of the Charter. This Agreement will terminate upon the Academy’s ceasing to be a party to a valid and binding charter. If the Charter is suspended, revoked or terminated, or a new charter contract is not issued by the Authorizing Body after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Charter is suspended, revoked, terminated or expires without further action by the parties provided, however, that this Agreement will continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if the Board has entered into a subsequent charter. Termination pursuant to this paragraph will not relieve the Academy of any obligations for payments outstanding to the Summit as of the date of termination, including management fees associated with revenues received by the Academy after the termination or expiration of the charter.

ARTICLE VII INTELLECTUAL PROPERTY; PROPRIETARY INFORMATION AND OWNERSHIP

7.1 Intellectual Property and ownership. The parties hereby agree that for the duration of this Agreement, each party is permitted to use the other's intellectual property, but each shall maintain ownership of its own intellectual property.

- a. Curriculum or other educational materials created by Summit by using the Academy's funds pursuant to this Agreement will be the property of the Academy.
- b. The Academy acknowledges that Summit may create materials, programs, and methods and has a proprietary interest in the training materials, policies, processes, programs, and methodologies developed by Summit (collectively, "Summit Proprietary Information") and that the above Summit Proprietary Information is core to Summit's business, and as such, is of significant value. Summit owns and shall own all existing and hereafter created, copyrights, trademarks, and patents, and other intellectual property rights with respect to all training materials, policies, process, programs, and methodologies that are developed by Summit, its employees, agents or subcontractors. Summit shall have the sole and exclusive right to license any of its Proprietary Information to third parties. The Academy shall take all measures reasonably necessary to protect Summit Proprietary Information from being disclosed to or used by any third party without Summit's prior written approval, which may be withheld in its sole and absolute discretion. Nothing contained herein shall be construed in a manner that would cause the Academy to act or fail to act in a manner that would cause the Academy to be in violation of any State open records law.
- c. Subsequent to the termination of this Agreement, the Academy may continue to make use of Summit Proprietary Information developed or put in place at the Academy during the term of this Agreement, without any payment or penalty, but shall continue to be subject to the above requirements regarding non-disclosure, provided this Agreement is not terminated prior to its natural expiration, including all renewal terms.

ARTICLE VIII INDEMNIFICATION

1. Indemnification of Summit. To the extent permitted by law, the Academy will indemnify, defend and save and hold Summit and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement and any misrepresentations or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy will reimburse Summit for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Section 8.1 may be met by the purchase of insurance pursuant to ARTICLE IX below.
2. Indemnification of the Academy. Summit will indemnify, defend and save and hold the Academy and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by Summit with any agreements, covenants, warranties, or undertakings of Summit contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of Summit contained in or made pursuant to this Agreement. In addition, Summit will reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Section 8.2 may be met by the purchase of insurance pursuant to ARTICLE IX below.

ARTICLE IX INSURANCE

1. Insurance Coverage. The Academy will maintain Directors and Officers general liability insurance, umbrella insurance coverage and such other insurance in the amounts required by the Charter. Such policies shall name the Summit and its affiliates, and the Authorizing Body and their respective directors, officers, employees, subcontractors, and agents as additional insured under such policies. The Academy will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.
2. Summit Coverage. Summit will separately maintain general liability insurance and umbrella insurance coverage. Summit will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. Summit will maintain such policies of insurance substantially similar to those required by the Contract and the Michigan Universities Self-Insurance Corporation (“M.U.S.I.C.”), and that in the event the Authorizing Body or M.U.S.I.C. requests any change in coverage by Summit, Summit agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. Summit’s insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.
3. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE IX and with the Charter. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE X DISPUTE RESOLUTION

1. Dispute Resolution Procedure. The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. Any and all other disputes which cannot be resolved informally shall be settled by final and binding arbitration in accordance with the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise expressly provided herein or agreed to in writing by the parties, or to the extent inconsistent with the requirements of Michigan law. The Charter Schools Office shall be notified in writing of a final decision and, upon the Charter Schools Offices’ request, the cause opinion (written explanation) shall be made available. If parties are unable to do so, any such controversy, disagreement or claim will be submitted, for final resolution to a court of competent jurisdiction in Kalamazoo County in the State of Michigan. Pending the resolution of the dispute, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The court will make its decision in accordance with the laws of the State of Michigan and the United States.

ARTICLE XI CONTRACT PROVISIONS REQUIRED BY THE CHARTER OR THE AUTHORIZER

1. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University (“GVSU”) Board of Trustees, 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 GVSU Board of Trustees, GVSU and its members, officers, employees, agents, or representatives from all claims,

demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of GVSU, which arise out of or are in any manner connected with GVSU Board's approval of the Academy's charter application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public Academy, or which are incurred as a result of the reliance by GVSU and its Board of Trustees members, officers, employees, agents, or representatives upon information supplied by the Academy or the Educational Management Organization, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by GVSU 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.

2. Revocation or Termination of Contract. If the Academy's Charter Contract issued by the Grand Valley State University Board of Regents is revoked, terminated, or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated, or expires without further action of the parties.
3. Compliance with Academy's Contract. Summit agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Charter issued by the GVSU. The provisions of the Charter shall supersede any competing or conflicting provisions contained in this Agreement.
4. Material Breach. Any action or inaction by Summit that is not cured within 60 days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended, or which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by Grand Valley State University is a material breach.
5. Compliance with Section 503c. On an annual basis, Summit agrees to provide the Board with the same information that an Academy district is required to disclose under section 18(2) of the State Academy Aid Act of 1979, MCL 388.1618, for the most recent Academy fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.
6. 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 Academy Reform/Redesign Office 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 Section 10.4 of the Charter, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Summit shall have no recourse against the Academy or the Authorizing Body for implementing such site closure or reconstitution.
7. Compliance with Section 11.23 of Contract Terms and Conditions. Summit 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.

8. Personally Identifiable Information. Except as permitted under the Code, Summit shall not sell or otherwise provide to a for-profit business entity a personally identifiable information that is part of an Academy student's education records. If Summit receives information that is part of an Academy student's education records, Summit shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code.
9. Purchases by Summit. If Summit shall purchase equipment, materials, a supplier on behalf or as an Agent of the Academy, such equipment, materials, and supplies will remain the property of the Academy. Summit will comply with Section 1274 of the Code as if it were the Academy when making such purchases from a third-party supplier. If Summit procures equipment, materials, and supplier at the request of or on behalf of the Academy, Summit shall not include any added fees or charges to the cost of the equipment, materials, and supplies purchased from third parties.
10. Payment of Fees or Expenses. The Academy Board may either pay or reimburse Summit for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to Summit for the fees or expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification. No corporate costs of the Summit shall be charged to, or reimbursed by, the Academy.
11. Depositing Funds. The parties acknowledge it is the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s), or another agent of the Board as properly designated pursuant to Article VIII, Section of the Board's Bylaws. Interest income earned on Academy accounts shall accrue to the Academy.
12. Rights to Curriculum. The Academy shall own all proprietary rights to any curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by Summit at the direction of the Board and paid for with Academy funds dedicated for the specific purpose of developing such curriculum or materials.
13. FERPA Compliance. The Academy designates the employees of Summit as agents of the Academy having a legitimate educational interest such that they are entitled to access of educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Protection Act ("FERPA").
14. Marketing Costs. Any marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy and shall not include any costs for the marketing and development of Summit.
15. Governmental Immunity. Any provision of this Agreement which can be construed to restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity shall be considered void and unenforceable.

16. Other Prohibited Restrictions. Any provision of this Agreement which could be interpreted to: a) interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy; b) prohibit the Academy Board from acting as an independent, self-governing public body; or c) allow or require public decisions to be made other than in compliance with the Open Meetings Act, shall be considered void and unenforceable.
17. Access to Academy Records. The financial, educational and student records pertaining to the Academy are Academy property, and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities except as permitted under the Contract and Applicable Law.
18. Access to Summit Records. All finance and other records of Summit related to the Academy will be made available to the Academy, the Academy's independent auditor and to the Charter School's Office upon request. Summit is not permitted to select and retain an independent auditor for the Academy.
19. Assignment of Agreement. This Agreement shall not be assigned without the express written consent of the non-assigning party, and without prior notification to the Charter School's Office.
20. Monthly Status Meetings. Summit agrees to participate in monthly meetings with representatives from the Academy Board and the Authorizer at such times and places as are mutually agreed upon to evaluate the provision of the Academy's educational program by Summit.
21. Curriculum Selection. The Academy Board, at the recommendation of the Summit, shall select a curriculum which can be personalized and/or customized by the Academy's educational staff to better meet the needs of its students.
22. Mentoring Services. Summit acknowledges that the provision of student mentoring services are a unique and valuable component of the Academy's educational program and Summit agrees to satisfy the requirement to provide such services.
23. Mid-Year Termination. Termination of this Agreement mid-year may cause a breach of the Contract. The Academy Board and Summit shall make all efforts necessary to remedy a breach of this Agreement in-order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and Summit agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. Summit will perform this transition in a similar manner as described under Provision 11.24 based upon completion of the then-current school period.
24. Termination of the Agreement. Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination, or non-renewal, Summit shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting, and all other associated reporting within required timelines established by the appropriate local, state, or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit, and tax obligations related to services provided by the Summit to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition

to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment, and real estate. This includes any keys, log-in information, and passwords related to any Academy asset.

ARTICLE XII MISCELLANEOUS

1. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Summit.
2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, or other acts beyond its reasonable control.
3. Governing Law. The laws of the State of Michigan will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the parties arising out of or relating to this Agreement.
4. Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.
6. Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mails, postage prepaid, return receipt requested, or (ii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day). The addresses of the parties are:

To:
Oakland Academy
Attn: Therese Searles, President
Ph.: (269) 324-8951
email: trsearles3@gmail.com

To:
Summit Management Consulting, LLC
Attn: Travis Gostinger, CEO
Ph.: (810) 841-0681
email: travis@fromthesummit.com

7. Assignment. This Agreement will not be assigned by Summit without the prior consent in writing of the Academy (which consent will not be unreasonably withheld) or by the Academy without the prior consent in writing of Summit (which consent will not be unreasonably withheld). It is anticipated that Summit may utilize subcontracts to provide some of the services it is required to provide to the Academy. Summit shall not subcontract the management program without the prior approval of the Board.

8. Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by both the President or other authorized officer of the Academy and an authorized officer of Summit. Any amendment to this Agreement shall be presented to the Authorizing Body and shall not be effective unless it has been approved by the Authorizing Body or has been reviewed and not disapproved as provided for in the Act.
9. Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
10. Severability. The invalidity of any of the covenants, phrases, or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by Summit are found to be overbroad or an invalid delegation of authority by the Academy, such Services will be construed to be limited to the extent necessary to make the Services valid and binding.
11. Successors and Assigns. Except as limited by Section 11.07 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
12. No Third-Party Rights. This Agreement is made for the sole benefit of the Academy and Summit. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
13. Survival of Termination. All representations, warranties, and indemnities made in this Agreement will survive termination of this Agreement.
14. Confidentiality. The parties shall treat the terms of this Agreement confidentially and shall not disclose the terms hereof to any third party other than as required by federal and State law or by the Chartering Authority.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

Oakland Academy

Therese Searles

By: Therese Searles

Its: Board President

Date: 4-17-25

Summit Management Consulting, LLC

Travis Gostinger

By: Travis Gostinger

Its: CEO

Date: April 17, 2025

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

The Academy will comply with the requirements of MCL 380.580(q) and is required to list "authorized by Grand Valley State University" on property signage, promotional materials, footer of its website pages, and student applications.

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: 4-17-25

Therese Seales

Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Oakland Academy Board of Directors at a properly noticed open meeting held on the 17th day of April, 2025, at which a quorum was present.

[Signature]
Board Secretary

SCHEDULE 7-2

CURRICULUM

LEARNING OBJECTIVES

<https://oaklandacademy.org/wp-content/uploads/2025/07/LMS-objectives-2022-.pdf>

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.

SCHEDULE 7-3

STAFF RESPONSIBILITIES

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

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

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

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

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

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

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

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



Food Service

Classification: Part Time, Hourly, Non-Exempt, Group D, At-Will

Reports To: Principal

Date Completed: June 2, 2023

Date Revised: August 10, 2023

Job Description

Summary/Objective

Prepare and provide food services for the Academy.

Food Service Essential Functions

- Prepare food for breakfast and lunch periods (heating meals, stocking fruits, vegetables, paper products, etc.).
- Maintain and apply all safety, sanitation, and cleanliness standards and practices in all food service areas as required by federal, state, local and district regulations and policies.
- Compile and maintain appropriate records and forms.
- Receive, stock and inventory food and supplies.
- Compile and maintain appropriate records for federal, state and local regulations and reports.
- Keep daily temperature records.
- Run the point-of-sale kiosk during breakfast and lunch periods.
- Clean up after lunch periods are over.
- Apply lunch orders and payments to student's accounts.
- Input the monthly menu onto Skyward for ordering.
- Complete all required reports.
- Other duties as assigned.

Supervisory Responsibilities

There are no supervisory responsibilities with this position.

Competencies

- Process Improvement
- Analysis of information
- Strong verbal communication skills
- Attention to detail
- Thoroughness
- Ability to multi-task



Food Service

Work Environment

This job operates in a school environment. This role routinely uses standard school food service equipment.

Summit Management Consulting, LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Summit Management Consulting, LLC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. Summit Management Consulting, LLC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Summit Management Consulting, LLC's employees to perform their job duties may result in discipline up to and including discharge.

Required Education and Experience

High School Diploma or equivalent. Serv Safe certification preferred.

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear. This position is very active and requires standing, walking, bending, kneeling, stooping, crouching, crawling, and climbing all day. The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.



Food Service

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Instructional Support Specialist/Food Service

Classification: Part Time, Hourly, Non-Exempt, Group D, At-Will

Reports To: Principal

Date Completed: January 6, 2016

Date Revised: June 2, 2023

Job Description

Summary/Objective

Instructional Support personnel function as a teacher's aide, substitute teachers, and other educational and instructional support as needed to accomplish educational goals.

Instructional Support Essential Functions

- Working with identified students in each grades K-5.
- Executing lessons already planned by the classroom teacher.
- Reporting to the classroom teacher any concerns that may arise (academic or behavior) that are noticed.
- Preparing for the day in case of absence (sub plans).
- Providing supplemental activities to use with groups as time provides.
- Being a role model for the students and teaching leadership attributes.
- Instructional Support Specialists are expected to follow our PBIS procedures for handling minor classroom behaviors.
- Supervise students in the classroom, hallways, cafeterias, etc.
- Enforce administration policies and rules governing students.
- Substitute in classrooms when needed.

Food Service Essential Functions

- Prepare food for breakfast and lunch periods (heating meals, stocking fruits, vegetables, paper products, etc.).
- Maintain and apply all safety, sanitation, and cleanliness standards and practices in all food service areas as required by federal, state, local and district regulations and policies.
- Compile and maintain appropriate records and forms.
- Receive, stock and inventory food and supplies.
- Compile and maintain appropriate records for federal, state and local regulations and reports.
- Keep daily temperature records.
- Run the point of sale kiosk during breakfast and lunch periods.
- Clean up after lunch periods are over.
- Apply lunch orders and payments to student's accounts.
- Input the monthly menu onto Skyward for ordering.
- Complete all required reports
- Other duties as assigned.



Instructional Support Specialist/Food Service

Supervisory Responsibilities

There are no supervisory responsibilities with this position.

Competencies

- Process Improvement
- Analysis of information
- Strong verbal communication skills
- Attention to detail
- Thoroughness
- Ability to multi-task

Work Environment

This job operates in a school environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines. This role routinely uses standard school food service equipment.

Summit Management Consulting, LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Summit Management Consulting, LLC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. Summit Management Consulting, LLC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Summit Management Consulting, LLC's employees to perform their job duties may result in discipline up to and including discharge.

Required Education and Experience

Minimum of 60 college credits/Associate degree and/or the required credentials under NCLB. Valid substitute permit.

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear. This position is very active and requires standing, walking, bending, kneeling, stooping, crouching, crawling, and climbing all day. The employee must frequently lift and/or move items over 50



Instructional Support Specialist/Food Service

pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Instructional Support Specialist

Classification: Part Time, Hourly, Non-Exempt, Group D, At-Will

Reports To: Principal

Date Completed: January 6, 2016

Date Revised: June 2, 2023

Job Description

Summary/Objective

Instructional Support personnel function as a teacher's aide, substitute teachers, and other educational and instructional support as needed to accomplish educational goals.

Essential Functions

- Working with identified students in each grades K-5.
- Executing lessons already planned by the classroom teacher.
- Reporting to the classroom teacher any concerns that may arise (academic or behavior) that are noticed.
- Preparing for the day in case of absence (sub plans).
- Providing supplemental activities to use with groups as time provides.
- Being a role model for the students and teaching leadership attributes.
- Instructional Support Specialists are expected to follow our PBIS procedures for handling minor classroom behaviors.
- Supervise students in the classroom, hallways, cafeterias, etc.
- Enforce administration policies and rules governing students.
- Sub in classrooms when needed.
- Other duties as assigned.

Supervisory Responsibilities

There are no supervisory responsibilities with this position.

Competencies

- Process Improvement
- Analysis of information
- Strong verbal communication skills
- Attention to detail
- Thoroughness
- Ability to multi-task



Instructional Support Specialist

Work Environment

This job operates in a school environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

Summit Management Consulting, LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Summit Management Consulting, LLC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. Summit Management Consulting, LLC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Summit Management Consulting, LLC's employees to perform their job duties may result in discipline up to and including discharge.

Required Education and Experience

Minimum of 60 college credits/Associate degree and/or the required credentials under NCLB. Valid substitute permit.

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear. This position is very active and requires standing, walking, bending, kneeling, stooping, crouching, crawling, and climbing all day. The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.



Instructional Support Specialist

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Lead Office Coordinator

Classification: Full Time, Hourly, Non-Exempt, Group A, At-Will

Reports To: Principal

Date Completed: June 2, 2023

Date Revised:

Job Description

Summary/Objective

The office manager will provide direct support for the school's principal and will manage the school's front office operations.

Office Coordinator Essential Functions

- Perform necessary clerical and secretarial duties.
- Provide direct support for all staff.
- Handle inventory of administrative materials.
- Assess purchases made from the administrative budget.
- Maintain documentation of all purchases made from administrative accounts.
- Manage visitation of all school guests.
- Oversee school attendance including the excusing of students as appropriate.
- Oversee student files and maintain accurate records and documentation.
- Oversee the food service program.
- Assist in serving breakfast and/or lunch when needed.
- Process all incoming new student applications.
- Maintain volunteer/chaperone paperwork.
- Complete all MSDS reporting.
- Oversee meal accounts as well as free/reduced lunch applications.
- Act as GOTR site liaison.
- Process incoming and outgoing student CA60 records.
- Update student/parent handbook as well as first day packets.
- Other duties as assigned.

Supervisory Responsibilities

There are no supervisory responsibilities in this position.

Competencies

- Ability to multi-task
- Able to deal with all different ages of children



Lead Office Coordinator

- Time management
- Customer service focused
- Effective communication skills
- Active listening

Work Environment

This job operates in a school/office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, etc.

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Required Education and Experience

High school diploma or equivalent required. The office coordinator is preferred to have at least two years clerical and/or management experience and be proficient in word processing, phone service, and other clerical duties. Related college course work desired.

Physical Demands

This position requires walking, standing, sitting, bending, stooping, and lifting. Employees in this position should be able to lift 25-30 pounds.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.



Lead Office Coordinator

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



NWEA Proctor

Classification: Part Time, Hourly, Non Exempt, Group D, At-Will

Reports To: Administrator

Date Completed: June 23, 2023

Date Revised:

Job Description

Summary/Objective

Summit Management Consulting, LLC must provide an excellent education to all our students consistent with the mission, vision, and goals of the school and with the core values of Summit Management Consulting.

Essential Functions

- Create and open testing sessions for students.
- Open, edit, and delete saved testing sessions.
- Set up and conduct student testing.
- Administer testing.
- Provide coordination, technical support, and instructional support for faculty and students.
- Ensure all appropriate accommodation is provided, such as IEP, 504, etc.
- Ensure completion of all student testing, scheduling make up sessions, as needed.

Evaluation

All employees are evaluated based on the performance of their primary responsibilities and their adherence to the general expectations outlined in the job descriptions. It is also expected that each employee will do their part to maintain a spirit of team unity and cooperation. Each employee can expect to be observed and provided with immediate feedback frequently throughout the school year with a year-end evaluation.

Competencies

- Behavior and classroom management
- Growth Mindset
- Strong work ethic
- Ability to, at times, work autonomously
- Google Suite tools (sheets, chat, meet, slides, email, etc.)
- Time management
- Positive communication skills; able to relate to students, parents, and staff
- Strong attention to detail



NWEA Proctor

- Analysis of student achievement data
- Positive reinforcement skills
- Punctuality, exemplary attendance and reliable
- Strong teamwork skills and interest in working with on a team
- Understanding and ability to incorporate student learning styles

Work Environment

This job operates in a school environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

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Schedule

This role requires work during testing only, three weeks in each fall, winter, and spring semesters. Work hours during those weeks will be 8:30AM-3:00PM daily.

Required Education and Experience

High school diploma and training completion in NWEA and MSTEP assessment procedures, required.

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and listen. The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing



NWEA Proctor

of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Office Coordinator

Classification: Full Time, Hourly, Non-Exempt, Group A, At-Will

Reports To: Principal

Date Completed: June 2, 2023

Date Revised: May 30, 2024

Job Description

Summary/Objective

The office coordinator will provide direct support for the school's principal and will support the school's front office operations.

Office Coordinator Essential Functions

- Perform necessary clerical and secretarial duties.
- Provide direct support for all staff.
- Handle inventory of administrative materials.
- Assess purchases made from the administrative budget.
- Maintain documentation of all purchases made from administrative accounts.
- Manage visitation of all school guests.
- Oversee school attendance including the excusing of students as appropriate.
- Oversee student files and maintain accurate records and documentation.
- Oversee the food service program.
- Assist and/or serve breakfast and lunch as needed.
- Process new student applications.
- Maintain volunteer/chaperone paperwork.
- Learn how to complete MSDS reports.
- Process incoming/outgoing CA60 files.
- Maintain MICR.
- Create initial CA60 files for incoming kindergarteners and ensure collection of all necessary documentation needed for enrollment.
- Other duties as assigned.

Supervisory Responsibilities

There are no supervisory responsibilities in this position.

Competencies

- Ability to multi-task
- Able to deal with all different ages of children



Office Coordinator

- Time management
- Customer service focused
- Effective communication skills
- Active listening

Work Environment

This job operates in a school/office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, etc.

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Required Education and Experience

High school diploma or equivalent required, Serv safe certification preferred. The office coordinator is preferred to have at least two years clerical and/or management experience and be proficient in word processing, phone service, and other clerical duties. Related college course work desired.

Physical Demands

This position requires walking, standing, sitting, bending, stooping, and lifting. Employees in this position should be able to lift 25-30 pounds.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.



Office Coordinator

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Principal

Classification: Full Time, Salary, Exempt, Group B, At-Will

Reports To: Superintendent and/or Chief Executive Officer (CEO)

Date Completed: November 30, 2015

Date Revised: June 2, 2023

Job Description

Summary/Objective

The Administrator of Elementary Education shall be responsible for the operation of the school within the framework of the existing policies of Summit Management Consulting.

Essential Functions

- Effectively communicate the Academy's goals to the elementary teaching and building staff.
- Serves as an instructional leader of the Elementary building.
- Provide ongoing professional development for staff and demonstrates a commitment to sound research-based instructional practices.
- Leads the improvement of student achievement by utilizing the components of the Summit Management Consulting model.
 - Leads ongoing instruction for all staff members about the components of the Summit Management Consulting model.
 - Monitors lesson plans to ensure that they reflect the district pacing calendars.
 - Plans and facilitates professional development to increase staff knowledge about effective instruction.
 - Regularly observes teachers, providing specific feedback about their performance, and gives suggestions for continuous improvement.
- Fosters a positive school climate by assessing, planning, and communicating with the school community.
- Manages personnel effectively through appropriate delegation, planning and evaluation. Fosters an environment where staff and faculty work cooperatively together.
- Manages monetary items, staff projections and staff allocations in compliance with district policies.
- Promotes an environment where the Administrator and staff are accessible.
- Promotes a positive tone for collaborative school/community relations by articulating the mission, seeking community support, and fostering rapport while demonstrating an awareness of cultural activities.



Principal

- Provides leadership in professional growth through active participation, professional conduct and dissemination of ideas that foster mutual respect between the district and the larger community.
- Must be present at all school events and open houses and be available for tours as needed.

Supervisory Responsibilities

This position involves direct supervision of the school building employees.

Competencies

- Communication Proficiency
- Discretion
- Collaboration Skills
- Ethical Conduct
- Public Speaking
- Organizational Skills
- Strong Leadership Skills
- Performance Management

Work Environment

The work environment for this position is a school setting that requires sitting, standing, walking, bending and the use of standard office equipment.

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Principal

Required Education and Experience

Bachelor's degree required with appropriate experience in a leadership role, Master's degree preferred. Appropriate teaching certification and administrator certification required.

Physical Demands

This position involves walking, sitting, standing, bending and at times lifting up to 30 pounds.

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Special Education Teacher

Classification: Contractual

Reports To: Principal

Date Completed: June 27, 2023

Date Revised:

Job Description

Summary/Objective

Summit Management Consulting, LLC (Summit) must provide an excellent education to all our students consistent with the mission, vision, and goals of the school and with the core values of Summit Management Consulting. Your primary goal is to ensure that each of your students is learning subject matter identified in the State standards and the academy curriculum.

Essential Functions

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

- Consistently plan and deliver lessons that are aligned with the students IEP goals AND varied, interesting, engaging, and enjoyable for your students.
- Review incoming student IEP documentation.
- Write IEP goals and communicate necessary accommodations.
- Host and facilitate IEP, REED, MET, and MDR meetings for students on your caseload.
- Track student progress and update goal progress in PowerSchool.
- Facilitate learning by creating lesson plans in harmony with students learning styles.
- Collaborate with general education teachers to ensure consistency of special education supports.
- Ensure all IEP meetings and documentation are timely. Meet or exceed compliance timeline expectations.
- Consistently review and analyze student performance data to develop plans to meet the needs of all students.
- Maintain timely, complete, and accurate student records.
- Assist in the development of curriculum that is aligned to the State standards, referring to these approved guidelines as often as necessary as you design and execute daily plans for teaching your students.
- Ensure that parents are frequently advised as to their child's performance and progress.
 - Communicated via all means available and necessary including phone, text, email, face-to-face conferences, written correspondence, or other means.
 - Frequent communication will assist parents in playing a key role in their child's education. This will prevent surprises with progress reports and report card results.
 - Provide parents with encouraging news as well as items of concern.
 - Return parent e-mail and voice mail messages within 24 hours.
- Conduct research, attend conferences, meetings, and pursue continuing education to



Special Education Teacher

ensure you are serving to model being a life-long learner and to ensure you are providing effective instruction. Keeping your teaching certification up to date is your professional responsibility.

- Perform other duties and tasks as directed by School Administration.

General Expectations

You are directly accountable to the Administrator. As a member of the Summit Team, you are also expected to communicate and coordinate with the school office personnel and collaborate with your fellow teachers. As an Uplift Michigan Online School employee, you will be expected to:

- Conduct yourself in a professional manner – demonstrating competence in your area of responsibilities and extending respect and courtesy to coworkers. This position is one that demands an exceptional attendance routine, including consistently arriving early to set the tone for the day along with staying after to plan or support students.
- Adhere to all Uplift Michigan Online School employee policies as well as expectations as outlined in the handbooks. We will supply a hard copy to you upon request.
- Conduct yourself in accordance with the mission, vision, and goals of Uplift Michigan Online School, as well as the core values of Summit Management. This will foster mutually beneficial relationships and promote a spirit of excellence in our endeavors.

Evaluation

All employees are evaluated based on the performance of their primary responsibilities and their adherence to the general expectations outlined in the job descriptions. It is also expected that each employee does their part to maintain a spirit of team unity and cooperation. Each employee can expect to be observed and provided with immediate feedback frequently throughout the school year with a year-end evaluation.

Supervisory Responsibilities

There are no supervisory responsibilities with this position.

Competencies

- Leadership
- Time management
- Positive communication skills; able to relate to students, parents, and staff
- Behavior modification skills
- Ability to work autonomously
- Strong organizational skills
- Classroom management
- Word, Excel, Power point, Email skills
- Positive reinforcement skills
- Punctuality, exemplary attendance
- Knowledge of and ability to follow federal and state safety regulations
- Ability to work as a team



Special Education Teacher

- Understanding and ability to incorporate student learning styles
- Mastery of assigned subject of instruction

Work Environment

This job operates in a school environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

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Schedule

The schedule is based upon the present need for service and is determined by the school Administrator.

Required Education and Experience

Bachelor's degree required and Michigan Teaching Certification in the assigned area as well as pre-service experience, as required for certification.

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear. This position is very active and requires standing, walking, bending, kneeling, stooping, crouching, crawling, and climbing all day. The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures



Special Education Teacher

signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Speech Therapist

Classification: Contractual
Reports To: Principal
Date Completed: June 23, 2023
Date Revised:

Job Description

Summary/Objective

Summit Management Consulting, LLC must provide an excellent education to all our students consistent with the mission, vision, and goals of the school and with the core values of Summit Management Consulting. Your primary goal is to ensure that each of your students is learning subject matter identified in the State standards and the academy school curriculum.

Essential Functions

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

- Provides speech and language therapy services, as identified through the IEP plan to students enrolled in the education programs of the academy.
- Administers speech and language therapy assessments to determine a student's level of functioning relative to their age and educational placement in such areas as speech, language, and swallowing disorders.
- Writes assessment reports identifying the student's needs and proposed treatment strategies; writes individual student goals and objectives as part of the IEP; maintains progress records; participates in the IEP meeting.
- Develops speech and language treatment plans and goals to improve student speech and language abilities and enhance their ability to learn.
- Provides students with individual treatment and group therapy sessions to correct specific areas of speech and language.
- Develops speech and language therapy treatment plans based on the educational goals for eligible students to improve the student's functional abilities within the school and naturalistic settings, in collaboration with the IEP team.
- Monitors therapy programs and consults with educational staff regarding inclusion of appropriate occupational therapy treatment strategies into the educational program;



Speech Therapist

evaluates the efficacy of the established program and makes modifications within the framework of the IEP process as necessary.

- Participates in meetings between the academy staff and families on the appropriate implementation of programs; collaborates and coordinates occupational therapy goals with the educational program.
- Demonstrates educational and developmental strategies to students and families for successful home intervention.
- Provides interpretation and summaries of assessment reports to families; recommends appropriate activities and materials designed to support speech and language in the home.
- Maintain an in-depth knowledge of the laws and policies governing Special Education in Michigan, particularly as they pertain to the delivery of speech and language therapy services.
- Consults with other members of the educational team regarding the mandated and best practice roles of speech and language therapists.
- Administers speech and language therapy programs as needed in terms of budget recommendations, space, and equipment recommendations.
- Maintains an accurate record of therapy sessions, consultations, and other activities.
- Performs other duties as assigned by the Administrator.

Evaluation

All employees are evaluated based on the performance of their primary responsibilities and their adherence to the general expectations outlined in the job descriptions. It is also expected that each employee will do their part to maintain a spirit of team unity and cooperation. Each employee can expect to be observed and provided with immediate feedback frequently throughout the school year with a year-end evaluation.

Competencies

- Behavior and classroom management
- Growth Mindset
- Strong work ethic
- Ability to, at times, work autonomously
- Google Suite tools (sheets, chat, meet, slides, email, etc.)
- Time management



Speech Therapist

- Positive communication skills; able to relate to students, parents, and staff
- Strong attention to detail
- Analysis of student achievement data
- Positive reinforcement skills
- Punctuality, exemplary attendance and reliable
- Strong teamwork skills and interest in working with on a team
- Understanding and ability to incorporate student learning styles
- Mastery of assigned subject of instruction

Work Environment

This job operates in a school environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

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Schedule

The schedule is based upon the present need for service and is determined by the school Administrator.

Required Education and Experience

Bachelor's degree required and Michigan Certification in the assigned area as well as pre-service experience, as required for certification.

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear.



Speech Therapist

The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Speech Therapist

Classification: Group D, Part Time, Hourly, Non-Exempt, At Will

Reports To: Principal

Date Completed: June 23, 2023

Date Revised:

Job Description

Summary/Objective

Summit Management Consulting, LLC must provide an excellent education to all our students consistent with the mission, vision, and goals of the school and with the core values of Summit Management Consulting. Your primary goal is to ensure that each of your students is learning subject matter identified in the State standards and the academy school curriculum.

Essential Functions

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

- Provides speech and language therapy services, as identified through the IEP plan to students enrolled in the education programs of the academy.
- Administers speech and language therapy assessments to determine a student's level of functioning relative to their age and educational placement in such areas as speech, language, and swallowing disorders.
- Writes assessment reports identifying the student's needs and proposed treatment strategies; writes individual student goals and objectives as part of the IEP; maintains progress records; participates in the IEP meeting.
- Develops speech and language treatment plans and goals to improve student speech and language abilities and enhance their ability to learn.
- Provides students with individual treatment and group therapy sessions to correct specific areas of speech and language.
- Develops speech and language therapy treatment plans based on the educational goals for eligible students to improve the student's functional abilities within the school and naturalistic settings, in collaboration with the IEP team.
- Monitors therapy programs and consults with educational staff regarding inclusion of appropriate occupational therapy treatment strategies into the educational program;



Speech Therapist

evaluates the efficacy of the established program and makes modifications within the framework of the IEP process as necessary.

- Participates in meetings between the academy staff and families on the appropriate implementation of programs; collaborates and coordinates occupational therapy goals with the educational program.
- Demonstrates educational and developmental strategies to students and families for successful home intervention.
- Provides interpretation and summaries of assessment reports to families; recommends appropriate activities and materials designed to support speech and language in the home.
- Maintain an in-depth knowledge of the laws and policies governing Special Education in Michigan, particularly as they pertain to the delivery of speech and language therapy services.
- Consults with other members of the educational team regarding the mandated and best practice roles of speech and language therapists.
- Administers speech and language therapy programs as needed in terms of budget recommendations, space, and equipment recommendations.
- Maintains an accurate record of therapy sessions, consultations, and other activities.
- Performs other duties as assigned by the Administrator.

Evaluation

All employees are evaluated based on the performance of their primary responsibilities and their adherence to the general expectations outlined in the job descriptions. It is also expected that each employee will do their part to maintain a spirit of team unity and cooperation. Each employee can expect to be observed and provided with immediate feedback frequently throughout the school year with a year-end evaluation.

Competencies

- Behavior and classroom management
- Growth Mindset
- Strong work ethic
- Ability to, at times, work autonomously
- Google Suite tools (sheets, chat, meet, slides, email, etc.)
- Time management



Speech Therapist

- Positive communication skills; able to relate to students, parents, and staff
- Strong attention to detail
- Analysis of student achievement data
- Positive reinforcement skills
- Punctuality, exemplary attendance and reliable
- Strong teamwork skills and interest in working with on a team
- Understanding and ability to incorporate student learning styles
- Mastery of assigned subject of instruction

Work Environment

This job operates in a school environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

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Schedule

The schedule is based upon the present need for service and is determined by the school Administrator.

Required Education and Experience

Bachelor's degree required and Michigan Certification in the assigned area as well as pre-service experience, as required for certification.



Speech Therapist

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear. The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Teacher, Math/Reading Intervention Specialist

Classification: Part Time, Hourly, Non-Exempt, Group D, At-Will

Reports To: Principal

Date Completed: August 2019

Date Revised: June 23, 2023

Job Description

Summary/Objective

Oakland Academy must provide an excellent education to all our students consistent with the mission, vision, and goals of the Academy and with the core values of Summit Management Consulting. The Math/Reading Intervention Specialist Teacher will be responsible to work with students to increase student achievement in courses, on benchmark assessments, and on state assessments.

Essential Functions

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

- Meet with students in small groups, and 1:1, when necessary, to close achievement gaps and improve student performance on assessments.
- Analyze State, District, and classroom data.
- Work with students to accelerate academic performance.
- Become familiar with NWEA testing and all other testing processes that are used.
- Provide activities and instructional strategies to increase student's knowledge in the core academic areas.
- Consistently review and analyze student performance data to develop plans to meet the needs of all students.
- Maintain timely, complete, and accurate student records and schedules.
- Ensure that parents are frequently advised as to their child's performance and progress.
- Attend and administer state assessments, in-person.
- Support benchmark assessment administration and reporting.
- Responsible to provide activities and support strategies that will increase student achievement on mandated assessments.
- Provides documentation and tracking tools for the support of eligible students in a timely manner.
- Perform other duties and tasks as directed by the School Administration.



Teacher, Math/Reading Intervention Specialist

- Provide engagement support, including but not limited to calls home, texts, emails to students/families, in-person event attendance.

Supervisory Responsibilities

May oversee Instructional Support Specialist.

Evaluation

All employees are evaluated based on the performance of their primary responsibilities and their adherence to the general expectations outlined in the job descriptions. It is also expected that each employee will do their part to maintain a spirit of team unity and cooperation. Each employee can expect to be observed and provided with immediate feedback frequently throughout the school year with a year-end evaluation.

Competencies

- Behavior and classroom management
- Growth Mindset
- Strong work ethic
- Ability to, at times, work autonomously
- Google Suite tools (sheets, chat, meet, slides, email, etc.)
- Time management
- Positive communication skills; able to relate to students, parents, and staff
- Strong attention to detail
- Analysis of student achievement data
- Positive reinforcement skills
- Punctuality, exemplary attendance and reliable
- Strong teamwork skills and interest in working with on a team
- Understanding and ability to incorporate student learning styles
- Mastery of assigned subject of instruction

Work Environment

This job operates in a school environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

Summit Management Consulting, LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Summit Management Consulting, LLC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring,



Teacher, Math/Reading Intervention Specialist

placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. Summit Management Consulting, LLC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Summit Management Consulting, LLC's employees to perform their job duties may result in discipline up to and including discharge.

Schedule

This role requires work between 8:30am and 2:30pm, Monday through Friday, and additional hours as needed.

Required Education and Experience

Bachelor's degree required and Michigan Teaching Certification in the assigned area as well as pre-service experience, as required for certification.

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear. The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.



Teacher

Classification: Full Time, Salary, Exempt, Group A, At-Will

Reports To: Principal

Date Completed: November 18, 2015

Date Revised: June 2, 2023

Job Description

Summary/Objective

Oakland Academy must provide an excellent education to all of our students consistent with the mission, vision, and goals of the Academy and with the core values of Summit Management Consulting. Your primary goal is to ensure that each of your students is learning subject matter identified in the State standards and the Oakland Academy curriculum.

Essential Functions

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

- Consistently plan and deliver lessons that are varied, interesting, engaging, and enjoyable for your students.
- Facilitate learning by creating lesson plans in harmony with students learning styles.
- Assign homework only in accordance with Oakland's homework philosophy and in alignment with Professional Learning Community (PLC) team guidelines.
- Offer assignments and assessments in accordance with four-period learning, providing frequent and timely feedback to your students.
- Consistently review and analyze student performance data to develop plans to meet the needs of all students (refer to the 4 essential PLC questions on the intranet).
- Maintain timely, complete and accurate student records (i.e. Skyward).
- Assist in the development of curriculum that is aligned to the State standards, referring to these approved guidelines as often as necessary as you design and execute daily plans for teaching your students.
- Assist in the development and implementation of any educational plans such as IEP's, 504 plans and behavior plans.
- Ensure that your classroom is conducive to learning – on that is safe and nurturing for all students. Provide consistency and balance for your students.
- Ensure that parents are frequently advised as to their child's performance and progress.
 - Communicated via all means available and necessary including voice mail, email, Skyward, face-to-face conferences, written correspondence, or other means.
 - Frequent communication will assist parents in playing a key role in their child's education. This will prevent surprises with progress reports and report card results.



Teacher

- Provide parents with encouraging news as well as items of concern.
 - Return parent e-mail and voice mail messages within 24 hours.
- Conduct research, attend conferences, meetings, and pursue continuing education to ensure you are serving to model being a life-long learner and to ensure you are providing effective instruction. Keeping your teaching certification up to date is your professional responsibility.
- Teach and model elements of Oakland Academy's approved character education program (7 Habits).
 - Ensure students have healthy self-respect and a respect for others.
 - Use teachable moments to reinforce desirable character traits.
 - Ensure that students follow Oakland's rules and policies, using balance of Positive Behavior Interventions and Support along with disciplinary procedures.
- Perform other duties and tasks as directed by the School Administration.

General Expectations

You are directly accountable to the Administrator. As a member of the Oakland team you are also expected to communicate and coordinate with the school office personnel and collaborate with your fellow teachers. As a Oakland employee you will be expected to:

- Conduct yourself in a professional manner – demonstrating competence in your area of responsibility and extending respect and courtesy to coworkers. This position is one that demands an exceptional attendance routine, including consistently arriving early to set the tone for the day along with staying after to plan or support students.
- Adhere to all Oakland employee policies as well as expectation as outlined in the handbooks located on the intranet. We will supply a hard copy to you upon request.
- Conduct yourself in accordance with the mission, vision, and goals of Oakland Academy, as well as the core values of Summit Management. This will foster mutually beneficial relationships and promote a spirit of excellence in our endeavors.
- Be present at all school events and open houses and available for tours as needed.

Evaluation

All employees are evaluated based on the performance of their primary responsibilities and their adherence to the general expectations outlined in the job descriptions. It is also expected that each employee does their part to maintain a spirit of team unity and cooperation. Each employee can expect to be observed and provided with immediate feedback frequently throughout the schoolyear with a year-end evaluation

Supervisory Responsibilities

There are no supervisory responsibilities in this position.



Teacher

Competencies

- Leadership
- Time management
- Positive communication skills; able to relate to students, parents, and staff
- Behavior modification skills
- Classroom management
- Word, Excel, Power point, Email skills
- Positive reinforcement skills
- Punctuality, exemplary attendance
- Knowledge of and ability to follow federal and state safety regulations
- Ability to work as a team
- Understanding and ability to incorporate student learning styles
- Mastery of assigned subject of instruction

Work Environment

This job operates in a classroom environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and projectors.

Summit Management Consulting, LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Summit Management Consulting, LLC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. Summit Management Consulting, LLC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Summit Management Consulting, LLC's employees to perform their job duties may result in discipline up to and including discharge.

Required Education and Experience

Bachelor's degree required and Michigan Teaching Certification in the assigned area as well as pre-service experience, as required for certification.



Teacher

Physical Demands

While performing the duties of this job, the employee is regularly required to talk and hear. This position is very active and requires standing, walking, bending, kneeling, stooping, crouching, crawling, and climbing all day. The employee must frequently lift and/or move items over 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures

By signing below the employee is constituting understanding of the requirements, essential functions, and duties of the position.

Received and accepted by:

Signature: _____ Name (print): _____

Title: _____ Date: _____

Summit is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

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

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

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

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

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

Date: 4-17-25

Therese Seales

Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Oakland Academy Board of Directors at a properly noticed open meeting held on the 17th day of April, 2025, at which a quorum was present.

[Signature]
Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

Book	BOARD POLICIES
Section	5000 BP - Students
Title	ADMISSION OF STUDENTS
Code	5111 BP
Status	Active
Adopted	December 21, 2023

ADMISSION OF STUDENTS

Reference:

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

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

- A. pupils who were enrolled in the Academy in the immediately preceding school year;
- B. siblings of enrolled students;
- C. children of a person who is employed by or at the Academy or who is on the Board of Directors of the Academy.

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

The **Educational Service Provider** shall develop Administrative Procedures for the proper implementation of this policy.

© **National Charter School Institute**

Open Enrollment

Families can apply anytime throughout the school year but the formal Open Enrollment Process runs during a set period in February.

Oakland Academy is a Michigan public school and does not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, handicapped status, religion, creed, race, sex, color or national origin.

The Academy shall not charge tuition (but may charge fees in the same manner as existing public schools).

People interested in applying for the school year may obtain applications on our website or at the school office. The Academy will mail or fax applications upon request.

If the number of applicants for a classroom exceeds the number of positions available, the Academy will hold a random selection lottery at the school. The random selection drawing shall be open to the public. All applicants will be notified of the time and place. Names will be drawn until all available classroom positions have been filled. The remaining names will be drawn thereafter and assigned to classroom waiting lists in the order of their selection.

If applicants are still on a waiting list at the conclusion of the school year in which they applied, they must resubmit an application for the following year.

If the number of applicants for a grade for the next school year received by the last business day of February exceeds the number of positions available, a random selection lottery shall be held on or about March 15th. Siblings of students already enrolled in the school will have preference for any openings.

Once children are enrolled, they will remain eligible to be enrolled at the Academy for successive years without having to reenter the selection process. They must, however, reenroll for the subsequent year no later than the last business day in February.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Oakland Academy

Calendar & Daily Schedule

2025-2026

First Semester

Wednesday, August 20th..... Open House (4-6pm)
Monday, August 25th..... First Day of School, Half Day Dismissal
Friday, August 29th & Monday, September 1st..... No School, Labor Day Recess
Friday, September 26thHalf Day Dismissal
Friday, October 31st Half Day Dismissal
Monday, November 3rd – Thursday, November 6th..... Parent/Teacher Conferences
Wednesday, November 26th - 28th.....No School, Thanksgiving Break
Monday, December 22nd – Friday, January 2nd..... No School, Winter Break
Friday, January 23rdNo School, Records Day

Second Semester

Friday, February 27th & Monday, March 2nd.....No School, Mid-Winter Break
Monday, March 23rd – Wednesday, March 25th.....Parent/Teacher Conferences
Thursday, March 26thHalf Day Dismissal
Friday, March 27th - Friday, April 3rdNo School, Spring Break
Friday, May 1stHalf Day Dismissal
Monday, May 25th No School, Memorial Day
Friday, June 5th..... Last Day of School Dismissal at 2pm

Daily Schedule

School Day.....8:20am – 3:30pm
Flex Lunch/Recess Block.....11:30am – 1:30pm
Half-Day Dismissal..... 11:15am

Scheduled: 180 Days and 1198 Hours

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

The Academy will enroll students in kindergarten through eighth grade that are age appropriate.

SCHEDULE 7-8

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

Oakland Academy, 6325 Oakland Drive, Portage, Michigan 49024

Oakland Academy's campus has two buildings. Each building is a one story framed building with a stainless steel roof. Each building is equipped with gas, fire and a heating, ventilation and air conditioning system.

FOUNDATION FOR BEHAVIORAL RESOURCES
AND
OAKLAND ACADEMY BOARD OF DIRECTORS

LEASE EXTENSION

This lease extension made and entered by and between the Foundation for Behavioral Resources, 600 South Lincoln Street, Augusta, Michigan 49012, herein after referred to as “landlord”, and Oakland Academy, 6325 Oakland Drive, Portage, MI 49024, herein after referred to as “tenant.”

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Description. For and in consideration of the reimbursements and covenants herein contained, landlord does hereby offer an extension of lease and make available buildings located at 6325 Oakland Drive, Portage, MI known as “Oakland Academy”, including adjacent land, playground and parking. The said buildings, consisting of one building approximately 8,160 square feet, one approximately 9,508 square feet with the improvements thereon and appurtenances thereto, are hereinafter referred to as the “premises.” Landlord also makes available all personal property including furniture, equipment, electronics, supplies, etc. within and about the premises.

2. Term. The extension of this Agreement shall commence on July 1, 2025 and terminate on December 31, 2025.

3. Cost Apportionment. The cost for the space for the lease shall be \$25,000.00 per month. Payments shall commence on July 1, 2025 and on the 1st day of August, 2025. Rent is due for any full or partial month of lease tenancy.

THIS IS A TRIPLE NET LEASE.

4. Utilities. Water, gas, electricity, internet service, and garbage disposal are the responsibility of the tenant. Tenant shall also provide all janitorial and custodial service. Tenant shall maintain the yard in and about the 3 premises in a neat, tidy manner, and the above described buildings in full functional, structural, and cosmetic condition.

5. Use of the Premises. Parties to the agreement shall use the premises for the purpose of operating a public charter school. No other use will occur without the prior written

consent of landlord. Tenant shall rely upon, and coordinate with the on-site Child Development Center for all preschool and prekindergarten services. Tenant shall rely upon the Child Care Food Service for all food requirements.

Neither party shall permit the premises or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or maintained in the premises which would in any way:

- A. Violate any law, regulation or requirement of public authorities;
- B. Cause structural injury to the building or any part thereof;
- C. Interfere with the normal operations of the heating, ventilating, plumbing or other mechanical or electrical systems of the building;
- D. Constitute a public or private nuisance;
- E. Alter the appearance of the exterior of the building or any portion of the interior thereof.

6. Maintenance of the Premises. Tenant shall, at its own expense, make all necessary structural repairs and maintain in good condition and make all repairs to the interior surfaces of the leased premises, the electrical wiring, plumbing, and heating facilities serving the premises, and any other repairs necessary to reestablish or correct any current or latent defects or unsightly appearance. All damage to the premises and/or building from any cause, shall be repaired, restored, or replaced promptly by tenant to the reasonable satisfaction of landlord at sole cost and expense of tenant. All such repairs and any restorations or replacements required in connection therewith shall be of a quality and class at least equal to the original work or installations and shall be done in a good and workmanlike manner. All damaged, depleted equipment and supplies shall be repaired or replaced. If Landlord observes and reports necessary repairs not otherwise performed, tenant will have 30 days to complete such. Failure to complete necessary repairs shall constitute a default of lease.

7. Insurance. Tenant shall provide fire, wind, and extended coverage insurance on the building in an amount equal to the sales price agreed upon.

The tenant at its own cost and expense, shall maintain valid and enforceable insurance protecting and indemnifying landlord against any and all claims for injury or damage to persons or property or for the loss of life, or of property occurring upon, in, or about the leased premises. Such insurance shall have minimum limits during the term of this Agreement of not less than 1

million in respect of bodily injury or death of any one person in respect of any one occurrence or accident and 2 million aggregate. Tenant shall maintain not less than \$3,500,000 insurance for property damage. Landlord shall be named as an additional insured on all policies, and Tenant shall provide an insurance certificate indicative thereof.

Tenant shall be responsible for maintaining such insurance upon its personal property as it shall deem necessary.

8. Waiver of Subrogation In Insured Loss. Each party agrees to include in its insurance policies a waiver of the insurer's right of subrogation against the other party. Each party hereby releases the other party with respect to any claim (including any claim for negligence) which it might otherwise have against the other party for loss, damages, or destruction, with respect to its property by fire or other casualty (including rental value or business interest as the case may be) occurring during the term of this Agreement to the extent loss is covered by an insurance policy maintained by the parties suffering the loss.

9. Improvements. It is agreed by the parties hereto that no modifications or alterations are to be made by tenant nor equipment installed or removed without the express written consent for landlord. All such additions, modifications or alterations consented to by landlord are to be made only at the expense of tenant. Tenant shall save landlord harmless from all liens and encumbrances on the leased premises as a result of improvement installed by tenant.

Upon termination of this Agreement, said modifications or alterations may be removed and the premises in the area of the removal restored to a condition comparable with the area surrounding the removal area.

Any and all such additions, alterations and modifications shall be made in accordance with all laws, ordinances, or regulations applicable to the school premises.

10. Damage to or Destruction of the Premises. In the event the premises shall be destroyed by fire, casualty, or other cause during the term hereof, this Agreement shall terminate and all reimbursements herein provided shall be prorated to the date of destruction. In the event of partial destruction, landlord shall have the option of restoring the premises or terminating this Agreement. In the event of partial destruction, all reimbursements herein provided shall be prorated for the portion rendered untenable until the same shall have been restored to a tenantable condition.

11. Assignment and Subletting. Tenant shall not, by operation of law or otherwise, assign, mortgage, or encumber this Agreement or sublet or permit the premises or any part thereof to be used by others, without landlord's prior written consent in each instance.

12. Access to Premises. Landlord shall have access to enter upon the premises at all reasonable hours for the purpose of inspecting, repairing, and, maintaining.

13. Default. In the event of the default of tenant in the reimbursements specified or any other payment to be made pursuant to this Agreement, or in the performance or observance of any of the conditions, agreements, or covenants of this Agreement, landlord may, at its option, after giving seven (7) days prior written notice thereof in the case of the default in payment of any money or after giving fourteen (14) days written notice thereof in the case of any other default, and in the further event that such default is not corrected within the relevant seven (7) or fourteen (14) day period, terminate this Agreement and re-enter the said premises and remove all persons therefrom pursuant to the statute in such case made and provided.

14. Quiet Enjoyment. Landlord warrants that tenant, upon paying the said reimbursements and performing the covenants herein contained, shall peacefully and quietly have, hold, and enjoy said premises during the term of this Agreement.

15. Notices. Any notices to be served pursuant to this Agreement shall be deemed satisfactorily served if mailed by ordinary mail with first-class postage pre-paid to the address of the party as herein set forth. Service of the notice shall be deemed made on the date following the mailing.

16. Continuity of Agreement. This Agreement shall be deemed binding upon the respective heirs, personal representative, successors and assigns of the parties hereto. It is further agreed that this Agreement supersedes and replaces all prior agreement, verbal or written, between the parties hereto and pertaining to the leased premises.

17. Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by landlord of payments by tenant with knowledge of the breach of any covenant of this Agreement shall not be deemed a waiver of such breach. No provision in this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by such party. No payment by tenant or receipt by

landlord of a lesser amount than the monthly reimbursement herein stipulated shall be deemed to be other than on account of the earliest stipulated reimbursement, nor shall any endorsement or statement on any check or any letter accompanying and check or payment be deemed an accord and satisfaction, and landlord may accept such check or payment without prejudice to landlord's right to recover the balance of such reimbursement or pursue any other remedy provided in this Agreement.

18. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the balance of the terms and provisions of the Agreement shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

19. Surrender of Premises. Upon the expiration or the termination of this Agreement for any reason, tenant shall surrender the premises to landlord in like condition as when it took possession thereof, excepting ordinary wear and tear and damage by the elements, within seven (7) days of such expiration or termination. Any tenant's personal property not removed from the premises on or before seven (7) days after termination of the Agreement shall be deemed abandoned and landlord may remove said property from the premises without any obligation to reimburse tenant or any other owner thereof for its value.

20. State of Interpretation. This Agreement shall be interpreted under the laws of the State of Michigan.

21. Option to Purchase. Consonant with the lease extension, landlord/owner acknowledges the previous, expired offer to sell (12-1-23) for the entire Oakland Drive property and renews the offer to sell for a 6 month period from July 1, 2025 through December 31, 2025. All conditions of sale yet to be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed

the day and year first above set forth.

Executed in the Presence of:

Deanna C. Pouch

FOUNDATION FOR BEHAVIORAL
RESOURCES

By: Ronald K. Hutchinson
Its: TREASURER

Executed in the Presence of:

Justin Kosting 6/26/25
CEO Summit Management Company

OAKLAND ACADEMY BOARD OF DIRECTORS

By: Therese Searles
Its: Board President

CERTIFICATE OF USE AND OCCUPANCY

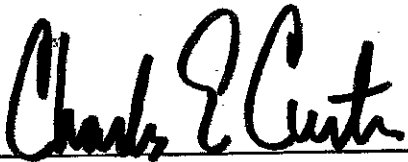
PERMANENT

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

Building Permit No. B024499
Oakland Academy
6325 Oakland Drive
Portage, Michigan
Kalamazoo County

The above named building of Use Group E and Construction Type 5A 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

August 15, 2007