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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**

**EAGLE'S NEST ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**EAGLE'S NEST ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2023**

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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 Eagle’s Nest Academy (the “Academy”), to be effective July 1, 2023, 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 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Sixth (K-6) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### TUITION PROHIBITED

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

## ARTICLE VIII

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments 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: Eagle's Nest Academy  
Attn: Board President  
5005 Cloverlawn Drive  
Flint, MI 48504

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, 2023, and shall remain in full force and effect for three (3) years until June 30, 2026, 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.

EAGLE'S NEST ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 28, 2023:

Reauthorization of 6a Charter Contract – Eagle’s Nest Academy, Flint (3 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on November 1, 2013, initially authorized the issuance of a contract to charter Eagle’s Nest Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meeting on April 29, 2022; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a three (3) year term beginning July 1, 2023, and ending June 30, 2026;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a three (3) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 2<sup>nd</sup> day of May 2023.

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 29, 2022:

Reauthorization of 6a Charter Contract – Eagle’s Nest Academy, Flint (1 year)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on November 1, 2013, initially authorized the issuance of a contract to charter Eagle’s Nest Academy (the “Academy”); 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 one (1) year term beginning July 1, 2022, and ending June 30, 2023;

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 one (1) 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 4<sup>th</sup> day of May 2022.

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



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

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

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

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

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

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

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

Name	Term

\* See attached page for board member names and terms

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

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

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

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



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

# Eagle's Nest Academy

## Current Board Members:

- Mr. Glenn Cotton. Term Expires June 30, 2021
- Mr. Jeffery Hawkins. Term Expires June 30, 2021
- Ms. LaShanda Osborn. Term Expires June 30, 2019
- Gwendolyn Muldrew. Term Expires June 30, 2019

## Founding Board Members:

Nathel Burtley	1 year term expiring June 30, 2014
Glenn M.D. Cotton	2 year term expiring June 30, 2015
Patrick McNeal	2 year term expiring June 30, 2015
LaShanda R. Osborn	3 year term expiring June 30, 2016
Blake D. Strozier	3 year term expiring June 30, 2016



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON NOVEMBER 1, 2013:

Authorization of Eagle's Nest Academy 6a Contract

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Eagle's Nest Academy ("Academy"), located at 1159 E. Foss Avenue, Flint, MI 48505, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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

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

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

Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

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

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

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

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

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

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

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

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

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

Nathel Burtley	1 year term expiring June 30, 2014
Glenn M.D. Cotton	2 year term expiring June 30, 2015
Patrick McNeal	2 year term expiring June 30, 2015
LaShanda R. Osborn	3 year term expiring June 30, 2016
Blake D. Strozier	3 year term expiring June 30, 2016

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 7th day of November 2013.

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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**



Form Revision Date 07/2016

## RESTATED ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

The identification number assigned by the Bureau is:	<input type="text" value="800939330"/>
The present name of the corporation is:	<input type="text" value="EAGLE'S NEST ACADEMY"/>
All former names of the corporation are:	<input type="text"/>
The date of filing the original Articles of Incorporation was:	<input type="text" value="1/15/2014"/>

### ARTICLE I

The name of the corporation is:

EAGLE'S NEST ACADEMY

### ARTICLE II

The purpose or purposes for which the corporation is formed for: \*

- 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.
- 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

The Corporation is formed upon  basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the corporation is to be financed under the following general plan:

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

- State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- Federal funds.
- Donations.
- Fees and charges permitted to be charged by public school academies.
- Other funds lawfully received.

The Corporation is formed on a  basis.

### ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- Agent Name: JOHN CARLSON
- Street Address: 34705 W. TWELVE MILE ROAD
- Apt/Suite/Other: SUITE 160

City: FARMINGTON HILLS  
State: MI Zip Code: 48331

3. Registered Office Mailing Address:

P.O. Box or Street Address: 34705 W. TWELVE MILE ROAD  
Apt/Suite/Other: SUITE 160  
City: FARMINGTON HILLS  
State: MI Zip Code: 48331

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE III (CONTINUED)

IF ORGANIZED ON A NONSTOCK BASIS, THE DESCRIPTION AND VALUE OF ITS REAL PROPERTY ASSETS ARE: NONE.

THE DESCRIPTION AND VALUE OF ITS PERSONAL PROPERTY ASSETS ARE: \$199,017 (AS OF 06/30/2021)

ARTICLE V

THE CORPORATION IS A GOVERNMENTAL ENTITY.

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 VI

BEFORE EXECUTION OF A CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY BETWEEN THE ACADEMY BOARD AND THE BOARD OF TRUSTEES, THE METHOD OF SELECTION, LENGTH OF TERM, AND THE NUMBER OF MEMBERS OF THE ACADEMY BOARD SHALL BE APPROVED BY A RESOLUTION OF THE BOARD OF TRUSTEES AS REQUIRED BY THE PART 6A OF THE REVISED SCHOOL CODE (THE "CODE"), AS AMENDED, BEING SECTIONS 380.501 TO 380.507 OF THE MICHIGAN COMPILED LAWS.

THE MEMBERS OF THE ACADEMY BOARD SHALL BE SELECTED BY THE FOLLOWING METHOD:

1. METHOD OF SELECTION AND APPOINTMENT OF ACADEMY BOARD MEMBERS:

A. INITIAL ACADEMY BOARD MEMBER NOMINATIONS AND APPOINTMENTS: AS PART OF THE PUBLIC SCHOOL ACADEMY APPLICATION, THE PUBLIC SCHOOL ACADEMY APPLICANT SHALL PROPOSE TO THE DIRECTOR OF THE UNIVERSITY CHARTER SCHOOLS OFFICE ("DIRECTOR"), THE NAMES OF PROPOSED INDIVIDUALS TO SERVE ON THE INITIAL BOARD OF DIRECTORS OF THE PROPOSED PUBLIC SCHOOL ACADEMY.

WHEN THE DIRECTOR RECOMMENDS AN INITIAL CONTRACT FOR APPROVAL TO THE BOARD OF TRUSTEES, HE/SHE SHALL INCLUDE RECOMMENDATIONS FOR INITIAL ACADEMY BOARD MEMBERS. THESE RECOMMENDATIONS MAY, BUT ARE NOT REQUIRED TO, INCLUDE INDIVIDUALS PROPOSED BY THE PUBLIC SCHOOL ACADEMY APPLICANT. TO BE CONSIDERED FOR APPOINTMENT, THE NOMINEES MUST HAVE COMPLETED THE REQUIRED BOARD MEMBER CANDIDATE APPLICATION MATERIALS, INCLUDING AT LEAST (I) THE ACADEMY BOARD MEMBER QUESTIONNAIRE PRESCRIBED BY THE UNIVERSITY CHARTER SCHOOLS OFFICE; AND (II) THE CRIMINAL BACKGROUND CHECK REPORT PRESCRIBED BY THE UNIVERSITY CHARTER SCHOOLS OFFICE.

B. SUBSEQUENT ACADEMY BOARD MEMBER NOMINATIONS AND APPOINTMENTS: EXCEPT AS PROVIDED IN PARAGRAPH (2) BELOW, THE ACADEMY BOARD MAY NOMINATE INDIVIDUALS FOR SUBSEQUENT ACADEMY BOARD OF DIRECTOR POSITIONS. AS PART OF THE APPOINTMENT PROCESS, THE ACADEMY BOARD MAY SUBMIT TO THE DIRECTOR: (I) THE NAME OF THE NOMINEE; (II) THE BOARD MEMBER CANDIDATE APPLICATION MATERIALS IDENTIFIED IN PARAGRAPH (A) ABOVE; AND (III) A COPY OF THE ACADEMY BOARD NOMINATING RESOLUTION. THE DIRECTOR MAY OR MAY NOT RECOMMEND THE PROPOSED NOMINEE SUBMITTED BY THE ACADEMY BOARD. IF THE DIRECTOR DOES NOT RECOMMEND A NOMINEE SUBMITTED BY THE ACADEMY BOARD, THE DIRECTOR SHALL SELECT A NOMINEE AND FORWARD THAT RECOMMENDATION TO THE BOARD OF TRUSTEES FOR APPOINTMENT. THE BOARD OF TRUSTEES SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO APPOINT MEMBERS TO THE ACADEMY BOARD.

C. EXIGENT APPOINTMENTS: WHEN THE DIRECTOR DETERMINES AN "EXIGENT CONDITION" EXISTS WHICH REQUIRES HIM/HER TO MAKE AN APPOINTMENT TO A PUBLIC SCHOOL ACADEMY'S BOARD OF DIRECTORS, THE DIRECTOR, WITH UNIVERSITY PRESIDENT APPROVAL, MAY IMMEDIATELY APPOINT A PERSON TO SERVE AS A PUBLIC SCHOOL ACADEMY BOARD MEMBER FOR THE TIME SPECIFIED, BUT NOT LONGER THAN THE NEXT MEETING HELD BY THE BOARD OF TRUSTEES WHEN A REGULAR APPOINTMENT MAY BE MADE BY THE BOARD OF TRUSTEES. THE DIRECTOR SHALL MAKE THE APPOINTMENT IN WRITING AND NOTIFY THE PUBLIC SCHOOL ACADEMY'S BOARD OF DIRECTORS OF THE APPOINTMENT. EXIGENT CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO WHEN AN ACADEMY BOARD SEAT IS VACANT, WHEN A ACADEMY BOARD CANNOT REACH A QUORUM, WHEN THE BOARD OF TRUSTEES DETERMINES THAT AN ACADEMY BOARD MEMBER'S SERVICE IS NO LONGER REQUIRED, WHEN AN ACADEMY BOARD MEMBER IS REMOVED, WHEN AN ACADEMY BOARD FAILS TO FILL A VACANCY, OR OTHER REASONS WHICH WOULD PROHIBIT THE ACADEMY BOARD FROM TAKING ACTION WITHOUT SUCH AN APPOINTMENT.

2. QUALIFICATIONS OF ACADEMY BOARD MEMBERS: TO BE QUALIFIED TO SERVE ON THE ACADEMY BOARD, A PERSON SHALL: (A) BE A CITIZEN OF THE UNITED STATES; (B) RESIDE IN THE STATE OF MICHIGAN; (C) SUBMIT ALL MATERIALS REQUESTED BY THE GVSU CHARTER SCHOOLS OFFICE INCLUDING, BUT NOT LIMITED TO, A GVSU ACADEMY BOARD MEMBER QUESTIONNAIRE AND A RELEASE FOR CRIMINAL HISTORY BACKGROUND CHECK; (D) NOT BE AN EMPLOYEE OF THE ACADEMY; (E) NOT BE A DIRECTOR, OFFICER, OR EMPLOYEE OF A COMPANY OR OTHER ENTITY THAT CONTRACTS WITH THE ACADEMY; AND (F) NOT BE AN EMPLOYEE OR REPRESENTATIVE OF GVSU OR BE A MEMBER OF THE BOARD OF TRUSTEES.

3. OATH /ACCEPTANCE OF OFFICE / VOTING RIGHTS: FOLLOWING APPOINTMENT BY THE BOARD OF TRUSTEES, ACADEMY BOARD APPOINTEES MAY BEGIN THEIR LEGAL DUTIES, INCLUDING THE RIGHT TO VOTE, AFTER THEY HAVE SIGNED AN ACCEPTANCE OF PUBLIC OFFICE FORM AND TAKEN THE OATH OR AFFIRMATION OF PUBLIC OFFICE ADMINISTERED BY A MEMBER OF THE ACADEMY BOARD, OTHER PUBLIC OFFICIAL OR NOTARY PUBLIC.

4. LENGTH OF TERM; REMOVAL: AN APPOINTED ACADEMY BOARD MEMBER IS AN "AT WILL" BOARD MEMBER WHO SHALL SERVE AT THE PLEASURE OF THE BOARD OF TRUSTEES FOR A TERM OF OFFICE NOT TO EXCEED THREE (3) YEARS. REGARDLESS OF THE LENGTH OF TERM, TERMS SHALL END ON JUNE 30 OF THE FINAL YEAR OF SERVICE, UNLESS SHORTER DUE TO OTHER PROVISIONS OF THIS RESOLUTION. A PERSON APPOINTED TO SERVE AS AN ACADEMY BOARD MEMBER MAY BE REAPPOINTED TO SERVE ADDITIONAL TERMS. WHEN AN ACADEMY BOARD MEMBER IS APPOINTED TO COMPLETE THE TERM OF SERVICE OF ANOTHER ACADEMY BOARD MEMBER, THEIR SERVICE ENDS AT THE END OF THE PREVIOUS ACADEMY BOARD MEMBER'S TERM. IF THE BOARD OF TRUSTEES DETERMINES THAT AN ACADEMY BOARD MEMBER'S SERVICE IN OFFICE IS NO LONGER REQUIRED, THEN THE BOARD OF TRUSTEES MAY REMOVE AN ACADEMY BOARD MEMBER WITH OR WITHOUT CAUSE AND SHALL SPECIFY THE DATE WHEN THE ACADEMY BOARD MEMBER'S SERVICE ENDS. AN ACADEMY BOARD MEMBER MAY BE REMOVED FROM OFFICE BY A TWO-THIRDS (2/3) VOTE OF THE ACADEMY'S BOARD FOR CAUSE.

5. RESIGNATIONS: A MEMBER OF THE ACADEMY BOARD MAY RESIGN FROM OFFICE BY SUBMITTING A WRITTEN RESIGNATION OR BY NOTIFYING THE DIRECTOR. THE RESIGNATION IS EFFECTIVE UPON RECEIPT BY THE DIRECTOR, UNLESS A LATER DATE IS SPECIFIED IN THE RESIGNATION. A WRITTEN NOTICE OF RESIGNATION IS NOT REQUIRED. IF NO SUCH WRITTEN NOTIFICATION IS PROVIDED, THEN THE DIRECTOR SHALL CONFIRM A RESIGNATION IN WRITING. THE RESIGNATION SHALL BE EFFECTIVE UPON THE DATE THE DIRECTOR SENDS CONFIRMATION TO THE RESIGNING ACADEMY BOARD MEMBER.

6. VACANCY: AN ACADEMY BOARD POSITION SHALL BE CONSIDERED VACANT WHEN AN ACADEMY BOARD MEMBER:

- A. RESIGNS
- B. DIES
- C. IS REMOVED FROM OFFICE
- D. IS CONVICTED OF A FELONY
- E. CEASES TO BE QUALIFIED
- F. IS INCAPACITATED

7. FILLING A VACANCY: THE ACADEMY BOARD MAY NOMINATE AND THE DIRECTOR SHALL RECOMMEND OR TEMPORARILY APPOINT PERSONS TO FILL A VACANCY AS OUTLINED IN THE "SUBSEQUENT APPOINTMENTS" AND "EXIGENT APPOINTMENTS" PROCEDURES IN THIS RESOLUTION.

8. NUMBER OF ACADEMY BOARD MEMBER POSITIONS: THE NUMBER OF MEMBER POSITIONS OF THE ACADEMY BOARD OF DIRECTORS SHALL BE FIVE (5), SEVEN (7) OR NINE (9), AS DETERMINED FROM TIME TO TIME BY THE ACADEMY BOARD.

9. QUORUM: IN ORDER TO LEGALLY TRANSACT BUSINESS, THE ACADEMY BOARD SHALL HAVE A QUORUM PHYSICALLY PRESENT AT A DULY CALLED MEETING OF THE ACADEMY BOARD. A "QUORUM" SHALL BE DEFINED AS FOLLOWS:

# OF ACADEMY BOARD POSITIONS # REQUIRED FOR QUORUM

FIVE (5)	THREE (3)
SEVEN (7)	FOUR (4)
NINE (9)	FIVE (5)

A BOARD MEMBER WHO IS ABSENT FROM A MEETING OF THE BOARD DUE TO MILITARY DUTY MAY PARTICIPATE IN THE MEETING VIRTUALLY, AND THAT MEMBER'S VIRTUAL PRESENCE WILL COUNT TOWARDS QUORUM AND ALLOW THE ABSENT MEMBER TO PARTICIPATE IN AND VOTE ON BUSINESS BEFORE THE BOARD.

10. MANNER OF ACTING: THE ACADEMY BOARD SHALL BE CONSIDERED TO HAVE "ACTED," WHEN A DULY CALLED MEETING OF THE ACADEMY BOARD HAS A QUORUM PRESENT AND THE NUMBER OF BOARD MEMBERS VOTING IN FAVOR OF AN ACTION IS AS FOLLOWS:

# OF ACADEMY BOARD POSITIONS # FOR QUORUM # REQUIRED TO ACT

FIVE (5)	THREE (3)	THREE (3)
SEVEN (7)	FOUR (4)	FOUR (4)
NINE (9)	FIVE (5)	FIVE (5)

11. CONSERVATOR; APPOINTMENT BY UNIVERSITY PRESIDENT: NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN THE EVENT THAT THE HEALTH, SAFETY, AND WELFARE OF THE ACADEMY STUDENTS, PROPERTY, OR FUNDS ARE AT RISK, THE UNIVERSITY PRESIDENT, AFTER CONSULTING WITH THE UNIVERSITY BOARD CHAIRPERSON, MAY APPOINT A PERSON TO SERVE AS THE CONSERVATOR OF THE ACADEMY. UPON APPOINTMENT, THE CONSERVATOR SHALL HAVE ALL POWERS OF A BOARD OF DIRECTORS OF A PUBLIC SCHOOL ACADEMY AND ACT IN THE PLACE AND STEAD OF THE ACADEMY BOARD. THE UNIVERSITY PRESIDENT SHALL APPOINT THE CONSERVATOR FOR A DEFINITE TERM, WHICH MAY BE EXTENDED IN WRITING. DURING THE APPOINTMENT, THE ACADEMY BOARD MEMBERS ARE SUSPENDED AND ALL POWERS OF THE ACADEMY BOARD ARE SUSPENDED. ALL APPOINTMENTS MADE UNDER THIS PROVISION MUST BE PRESENTED TO THE UNIVERSITY BOARD FOR FINAL DETERMINATION AT ITS NEXT REGULARLY SCHEDULED MEETING. DURING THEIR

APPOINTMENT, THE CONSERVATOR SHALL HAVE THE FOLLOWING POWERS: A) TAKE INTO HIS OR HER POSSESSION ALL ACADEMY PROPERTY AND RECORDS, INCLUDING FINANCIAL, BOARD, EMPLOYMENT, AND STUDENT RECORDS; B) INSTITUTE AND DEFEND BOARD ACTIONS BY OR ON BEHALF OF THE ACADEMY; C) CONTINUE THE BUSINESS OF THE ACADEMY INCLUDING ENTERING INTO CONTRACTS, BORROWING MONEY, AND PLEDGING, MORTGAGING, OR OTHERWISE ENCUMBERING THE PROPERTY OF THE ACADEMY AS SECURITY FOR THE REPAYMENT OF THE LOANS, HOWEVER, THE POWER SHALL BE SUBJECT TO ANY PROVISIONS AND RESTRICTIONS IN ANY EXISTING CREDIT DOCUMENTS; D) HIRE, FIRE, AND DISCIPLINE EMPLOYEES OF THE ACADEMY; E) SETTLE OR COMPROMISE WITH ANY DEBTOR OR CREDITOR OF THE ACADEMY, INCLUDING ANY TAXING AUTHORITY; F) REVIEW ALL OUTSTANDING AGREEMENTS TO WHICH THE ACADEMY IS A PARTY AND TO TAKE THOSE ACTIONS WHICH THE ACADEMY BOARD MAY HAVE EXERCISED TO PAY, EXTEND, RESCIND, RENEGOTIATE, OR SETTLE SUCH AGREEMENTS AS NEEDED; AND G) PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO FULFILL THE ACADEMY'S PURPOSES AS SET FORTH UNDER THE CODE OR THIS CONTRACT.

#### ARTICLE VII

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS DIRECTORS, BOARD, OFFICERS OR OTHER PRIVATE PERSONS, OR ORGANIZATION ORGANIZED AND OPERATED FOR A PROFIT (EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN THE FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II HEREOF). NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON BY A GOVERNMENTAL ENTITY EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 115 OF THE IRC, OR COMPARABLE PROVISIONS OF ANY SUCCESSOR LAW.

TO THE EXTENT PERMITTED BY LAW, UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD SHALL AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL OF THE ASSETS OF THE CORPORATION TO THE BOARD OF TRUSTEES FOR FORWARDING TO THE STATE SCHOOL AID FUND ESTABLISHED UNDER ARTICLE IX, SECTION 11 OF THE CONSTITUTION OF THE STATE OF MICHIGAN OF 1963, AS AMENDED.

#### ARTICLE VIII

THE CORPORATION AND ITS INCORPORATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF ACT NO. 170 OF THE PUBLIC ACTS OF 1964, BEING SECTIONS 691.1407 OF THE MICHIGAN COMPILED LAWS.

#### ARTICLE IX

THESE ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN THE CONTRACT EXECUTED BY THE ACADEMY BOARD AND THE BOARD OF TRUSTEES.

#### ARTICLE X

THE ACADEMY BOARD SHALL HAVE ALL THE POWERS AND DUTIES PERMITTED BY LAW TO MANAGE THE BUSINESS, PROPERTY AND AFFAIRS OF THE CORPORATION.

#### ARTICLE XI

A VOLUNTEER DIRECTOR IS NOT PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONEY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A VOLUNTEER DIRECTOR, EXCEPT LIABILITY FOR ANY OF THE FOLLOWING:

- (I) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED.
- (II) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS.
- (III) A VIOLATION OF SECTION 551 OF THE MICHIGAN NONPROFIT CORPORATION ACT;
- (IV) AN INTENTIONAL CRIMINAL ACT.
- (V) A LIABILITY IMPOSED UNDER SECTION 497(A).

IF THE CORPORATION OBTAINS TAX EXEMPT STATUS UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, THE CORPORATION ASSUMES ALL LIABILITY TO ANY PERSON OTHER THAN THE CORPORATION FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR OCCURRING ON OR AFTER THE FILING OF THE ARTICLES INCURRED IN THE GOOD FAITH PERFORMANCE OF THE VOLUNTEER DIRECTOR'S DUTIES.

THIS ARTICLE SHALL NOT BE DEEMED A RELINQUISHMENT OR WAIVER OF ANY KIND OF SECTION 7 OF THE GOVERNMENT LIABILITY FOR NEGLIGENCE ACT, BEING ACT NO. 170, PUBLIC ACTS OF MICHIGAN, 1964.

#### ARTICLE XII

THE CORPORATION ASSUMES THE LIABILITY FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, OR OTHER VOLUNTEER IF ALL OF THE FOLLOWING ARE MET:

- (I) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY;

(II) THE VOLUNTEER WAS ACTING IN GOOD FAITH;  
(III) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT;  
(IV) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND  
(V) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.3135.  
THIS ARTICLE SHALL NOT BE DEEMED A RELINQUISHMENT OR WAIVER OF ANY KIND OF SECTION 7 OF THE GOVERNMENTAL LIABILITY FOR NEGLIGENCE ACT, BEING ACT NO. 170, PUBLIC ACTS OF MICHIGAN, 1964.

ARTICLE XIII

THE OFFICERS OF THE ACADEMY BOARD SHALL BE A PRESIDENT, VICE-PRESIDENT, SECRETARY AND A TREASURER, EACH OF WHOM SHALL BE SELECTED BY THE BOARD OF DIRECTORS. THE ACADEMY BOARD MAY SELECT ONE OR MORE ASSISTANTS TO THE OFFICERS, AND MAY ALSO APPOINT SUCH OTHER OFFICERS AND AGENTS AS THEY MAY DEEM NECESSARY FOR THE TRANSACTION OF THE BUSINESS OF THE CORPORATION.

ARTICLE XIV

THE ARTICLES OF INCORPORATION SHALL BECOME EFFECTIVE UPON FILING. HOWEVER, THE CORPORATION SHALL NOT CARRY OUT THE PURPOSES SET FORTH IN ARTICLE II UNLESS/OR UNTIL THE BOARD OF TRUSTEES ISSUES TO THE ACADEMY BOARD A CONTRACT TO OPERATE AS A PUBLIC SCHOOL ACADEMY, AND THE CONTRACT IS EXECUTED BY BOTH THE ACADEMY BOARD AND THE BOARD OF TRUSTEES.

COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

(b) These Restated Articles of Incorporation were duly adopted on 5/20/2021, in accordance with the provisions of Section 641 of the Act: (select one of the following)

This document must be signed by an authorized officer or agent:

were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 9th Day of May, 2022 by:

Signature	Title	Title if "Other" was selected
Sean P. Murphy, Esq.	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline     Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

***This is to Certify that the*** RESTATED ARTICLES OF INCORPORATION  
***for***

EAGLE'S NEST ACADEMY

***ID Number:*** 800939330

***received by electronic transmission on*** May 09, 2022 ***, is hereby endorsed.***

***Filed on*** May 10, 2022 ***, by the Administrator.***

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



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of May, 2022.***

*Linda Clegg*

***Linda Clegg, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**SCHEDULE 3**

**BYLAWS**

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**BYLAWS  
OF  
EAGLES NEST ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Eagle’s Nest 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 5005 Cloverlawn Drive, Flint, Michigan, 48504. The registered agent is Eagle’s Nest Academy. 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 12 day of May.

A handwritten signature in black ink, appearing to be a cursive name, positioned above a horizontal line.

Board Secretary - President

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## SCHEDULE 4

### FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Eagle's Nest 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: Alyson Hayden  
Alyson Hayden, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: May 9, 2023

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2023 – June 30, 2024**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 3	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
July 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2023-2024.	CSO
July 3	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2023-2024.	CSO
July 3	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024.	CSO
July 3	Budgeted Enrollment Number for 2023-2024.	CSO
July 25	98b Final Progress Report for 2022-2023	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2022-2023 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2023-2024. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2023-2024.	CSO
August 3	Board Designated Legal Counsel for 2023-2024.	CSO
August 3	School Safety Liaison for 2023-2024.	CSO
August 16	Special Education Procedures (new schools only or if updated)	CSO
August 30	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 7	GVSU Check Directions (Where do we send checks for the 2023-2024 year?).	CSO
September 7	Updated Waitlist Number for 2023-2024.	CSO
September 7	Board approved Student Handbook 2023-2024.	CSO
September 7	Board adopted Employee Handbook 2023-2024.	CSO
September 7	Copy of School Improvement Plan covering 2023-2024 academic year.	CSO
September 7	School Contacts Update Certification.	CSO
September 19	Hylant Insurance Policy Submission.	CSO
October 5	Schedule 6 Certification.	CSO
October 5	Staff Roster (GVSU Format).	CSO
October 5	Annual Nonprofit Corporation Information Update for 2023.	CSO
October 5	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information).	CSO
October 12	Unaudited Count Day Submission.	CSO
October 12	Criminal History Record Registration- New Schools.	CSO
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2023 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	
October 12	National Student Clearinghouse information- high schools only (see Epicenter task).	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2023. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2023, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
November 1	Annual A-133 Single Audit for year ending June 30, 2023, is required if over \$750K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
November 1	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
November 15	Alternative Education Data Collection, if applicable.	CSO
December 15	Transparency Page Update Certification.	CSO
December 15	MDE Benchmark Assessment Grant Verification.	CSO
January 12	Staff Roster (GVSU Format).	CSO
January 12	School Contacts Update Certification.	CSO
January 12	Statewide Safety Information Policy	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check <a href="http://mischool.net">mischool.net</a> for the updated templates, or find them in the Epicenter Task.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 8	Unaudited Winter Count Day Submission.	CSO
March 1	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 30	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2023-2024. Must include board approved offered seat schedule.	CSO
May 15	Offered Seat Schedule per Grade.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 3	Certificate of Boiler Inspection covering 2023-2024.	CSO
June 3	NWEA Counts for next academic year.	CSO
June 14	Waitlist for 2023-2024.	CSO
June 14	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
June 14	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2023-2024.	CSO
June 14	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024.	CSO
June 27	2023-2024 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2024, independent financial audit.	CSO
June 27	Food service license expiring in 2024.	CSO
June 27	Points of Pride for Annual Report.	CSO
June 27	School Description for Annual Report.	CSO
June 27	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO
June 27	Total number of graduates (High Schools Only).	CSO

### **Ongoing Reporting Requirements July 1, 2023 – June 30, 2023**

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2023-2024 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.

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

**Original/Subsequent Board Policy Reporting Requirements  
July 1, 2023 – June 30, 2024**

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

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO

<b>REQUIRED BOARD POLICIES</b>	
<b>Board adopted Purchasing Policy</b> (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval or revision). <b>Harassment of Students Policy</b> (date of approval or revision) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval or revision). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> (date of approval or revision). Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval or revision). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval or revision).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO
<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval or revision). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
<b>Corporal Punishment Policy</b> (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
<b>Anti-Bullying Policy (Matt's Safe School Law)</b> (date of approval or revision). Reference: MCL 380.1310b	CSO
<b>Cardiac Emergency Response Plan</b> (date of approval or revision). Reference: MCL 29.19	CSO
<b>Emergency Operations Plan</b> (date of approval or revision). Reference: MCL 380.1308	CSO

<b>Data Breach Response Plan</b> (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO
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## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2023 – June 30, 2024

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
August	4094 Transportation Report from 2022-23.	CEPI (online)
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
Sept.	*Special Education Findings – Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required. Corrective Action	Catamaran
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	<b>Special Education Count on MI-CIS.</b> Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran (online)
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings – May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review and completion of corrective actions as required.	Catamaran
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)

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

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

**SCHEDULE 6**

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

## SCHEDULE 6

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

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

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

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

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

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

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

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

## **EDUCATION SERVICES PROVIDER AGREEMENT**

This Education Services Provider Agreement (the “Agreement”) is made and entered into as of **February 1, 2023** by and between **Entrepreneurial Ventures in Education** (“EVE”), a Massachusetts based non-profit corporation, and Eagle’s Nest Academy (“ENA” or “the Academy” or the “School”) and together with EVE, the “Parties”), a Michigan non-profit corporation and public school academy organized under the Revised School Code (the “Code”).

**WHEREAS**, ENA operates under the direction of a Board of Directors (the “Board”) and is authorized pursuant to a contract (the “Charter Contract”) issued by Grand Valley State University (“Authorizer” or “Sponsor”).

**WHEREAS**, EVE is a Massachusetts based non-profit corporation authorized to transact business in the State of Michigan, and providing direct educational services to public school academies. EVE has the ability to implement a comprehensive educational program and training methodologies for ENA; and

**WHEREAS**, ENA desires to engage EVE to perform those services as a direct educational service provider pursuant to this Agreement.

**WHEREAS**, it is intended that ENA shall accomplish its mission by utilizing the services of EVE. ENA hereby acknowledges this intent and approves this Agreement for direct educational services of ENA by EVE.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### **ARTICLE I:**

#### **CONTRACTUAL RELATIONSHIP**

A. **Authority.** ENA has been granted the Charter Contract by the Authorizer to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the educational program set forth in the Charter Contract. ENA has the authority to contract with an organization to provide educational services, provided that the management agreement shall comply with the authorizer’s educational services provider requirements (the “ESP Requirements”).

B. **Contract.** Acting under and in the exercise of such authority, ENA hereby contracts with EVE for specified functions relating to the provision of direct educational services and school turnaround activities of ENA.

C. **Status of the Parties.** EVE is a Massachusetts non-profit corporation and is not a division or a part of ENA. ENA is a body corporate and governmental entity authorized by the Michigan Code, and is not a division or part of EVE. The relationship between EVE and ENA is based solely on the terms of this Agreement. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and that, except as expressly set forth

by this Agreement is that of an independent contractor, and that, except as expressly set forth in paragraph D below, no employee of EVE shall be deemed to be an agent of ENA. EVE is solely responsible for its acts and the acts of its agents, employees, and subcontractors. Employees of EVE, even those assigned to work exclusively at ENA, are not employees of ENA.

D. **Designation of School Officials for Purposes of FERPA.** Agents and employees of EVE having a legitimate educational interest in student record information, are hereby designated by the Board as “school officials” of ENA such that they are authorized access to educational records of the ENA’ students under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). “Legitimate educational interest” shall be defined as having a responsibility for helping the student achieve one (1) or more of the educational goals of ENA or if the record is necessary in order for the employee to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student’s family. Except as set forth in this paragraph D, no agent or employee of EVE shall be deemed to be an agent of ENA. EVE and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials.

## ARTICLE II:

### **WARRANTIES AND REPRESENTATIONS**

A. **Representation.** ENA represents that it has the authority under State law to execute, deliver, and perform this Agreement, to incur obligations provided for under this Agreement, to incur obligations provided for under this Agreement and to contract with EVE for EVE to provide the services set forth in this Agreement on behalf of the school.

B. **Certification As to Pending Claims.** ENA certifies that, as of the date of this Agreement, there are no pending actions, claims, suits, or proceedings, to the knowledge of the School, threatened or reasonably anticipated against or affecting the School, which if adversely determined, would have a material adverse effect on the ability of the Charter School to perform its obligations under this Agreement. Further, the School warrants that the information in has furnished EVE concerning the Schools’ facilities, finances, revenues, student enrollment and staffing is accurate and the latest information available at the time of the execution of this Agreement.

C. **Authority of EVE.** EVE represents and warrants that it is a non-profit corporation organized and existing under the laws of the State of Massachusetts, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers.

### **ARTICLE III:**

#### **TERM**

A. **Term.** This Agreement shall commence on February 1, 2023 (the “Effective Date”) and will expire on June 30, 2023, the same length of time as the term of the current Charter Contract between the Academy and the Authorizer; PROVIDED, that upon approval by the Authorizer of an extension to the Charter Contract for a term beginning July 1, 2023, currently pending, this Agreement shall be extended without further action by the parties to the end of the term of the Charter Contract, as so extended.

B. **Renewal.** Prior to the end of the Term, the Academy and EVE may extend the Agreement which shall be documented in a written amendment to this Agreement and signed by both Parties. This Agreement shall not extend beyond the term of the Charter Contract.

### **ARTICLE IV:**

#### **FUNCTIONS OF EVE**

A. **Responsibility.** EVE shall be responsible and accountable to the Eagles Nest Academy Board of Directors for the Academy’s administration, operation, and performance. Nothing in this Agreement shall be construed to confer EVE authority to act where the Michigan Revised School Code, Part 6A requires official action by the Academy Board. Under the direction of the Board, EVE shall the authority and shall be responsible for providing direct educational services to ENA. Such functions include but are not limited to:

1. Implementation and administration of the educational program;
2. Budget preparation, including preparing the annual budget as set forth in this Article and amended budgets throughout the year, as necessary, and financial management services, as defined in this Agreement;
3. Student recruitment planning, strategy and execution;
4. Acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
5. Recruitment, selection and supervision of all teachers and staff and the personnel management services (training, coaching, and technical assistance) necessary to support those employees;
6. Recruitment, selection, and supervision of the school support services programs including food service and facilities maintenance;
7. Preparation of required authorizer, local, state, and federal reports with prior review by the Board;
8. Information and technology system management;
9. Preparation of applications for grants and special programs as requested

by the Board;

10. Processing funding applications for special programs and facility improvements as requested by the Board;
11. Administration and coordination of extra-curricular and co-curricular activities and programs;
12. Development of critical processes and procedures governing operations of the School as determined by the Parties and as approved by the Board;
13. Provision of special education and English Language Learners services to students who attend the School in conformity with the requirements of applicable law, regulations and Board policies;
14. Participation in strategic planning with the board for the continuing educational and financial benefit of the School;
15. Implementation and enforcement of student codes of conduct;
16. Coordination of community relations activities;
17. Any other function necessary or expedient for the administration of the School with prior approval from the Board.

**B. Educational Goals and Program.** EVE shall implement the educational goals and programs set forth in the Charter Contract, including, but not limited to, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications for pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that EVE determines that it is advisable to modify the educational goals and programs set forth in the Charter Contract, EVE will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior written approval of the Board and a Charter Contract amendment approved by the Board and Authorizer. EVE shall provide the Board with periodic written reports specifying the level of achievement of each of the School's educational goals set forth in the Charter Contract and detailing its plan for meeting any educational goals that are not being attained, such reports to be submitted on a regular periodic basis and upon request of the Board.

**C. Subcontracts.** It is anticipated that EVE will utilize subcontracts to provide some of the services it is required to provide to the School under this Agreement. EVE may not subcontract the management, oversight, or operation of the teaching and instructional program without the specific prior written approval of the Board. Except as described in the previous sentence, Board approval of subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose by the School's approved budget or Board approval is required by the Charter Contract or by the Board's procurement policy. EVE will receive no additional fee as a result of subcontracting of any services, all of which shall be provided without markup.

D. **Place of Performance.** Instructional services other than field trips will normally be performed at the facilities of the School. EVE may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by applicable law. The School shall provide EVE with the necessary office space at the sites to perform all services described in this Agreement.

If the School should expand to other locations in the future, such expansion will be accomplished by amendments to this Agreement and the Charter Contract.

E. **Acquisitions.** All acquisitions made by EVE for the School using any funds belonging to the School, including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the School. EVE will not add any fees or charges to the cost of the equipment, materials, and supplies purchased from third Parties when it seeks reimbursement for the cost of these acquisitions from the School. All supplies, materials, and equipment procured for the School by EVE shall be inventoried by an acceptable method of inventory, and an inventory of the School equipment shall be maintained so that it can be clearly established which property belongs to the School.

F. **Pupil Performance Standards and Evaluation.** EVE is responsible for and accountable to the Board for the performance of students who attend the School. EVE shall implement pupil performance evaluations which permit evaluation of the educational progress of each student, using measures of student and school performance required by the Charter Contract and such additional measures as shall be mutually agreed upon between the Board and EVE, which are consistent with the Charter Contract.

G. **Student Recruitment.** EVE shall be responsible for the recruitment of students subject to the provisions of the Charter Contract and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Charter Contract and in compliance with the Code and other applicable law. EVE shall follow all applicable procedures regarding student recruitment, enrollment, and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses, as may be required.

H. **Student Due Process Hearings.** EVE shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records, to the degree that it is consistent with the School's own obligations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

I. **Legal Requirements.** EVE shall provide educational programs that meet the requirements imposed under federal law, the Code and the Charter Contract, unless such requirements are or have been waived.

J. **Rules and Procedures.** The Board shall adopt rules, regulations, and procedures applicable to the School, and EVE is directed to enforce the rules, regulations, and procedures adopted by the School. EVE shall assist the Board in its policy making function by

recommending the adoption of reasonable rules, regulations, and procedures applicable to the School.

K. **School Year and School Day.** The school year and the school day shall be as provided in the Charter Contract and as defined annually by the Board.

L. **Authority.** EVE shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

M. **Charter Contract with Authorizer.** 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.

N. **Operational Reporting.** In order to enable the ENA Board to monitor EVE's educational performance and the efficiency of its operation of the Academy, upon the request of the ENA Board, EVE will provide written reports to the ENA Board on any topic of Academy activity or operations and which are consistent with this Agreement. EVE shall have a reasonable amount of time to complete the requested report(s). Upon the Board's request of a report, the parties shall set expectations around details to be contained in the report and timeline for submission and/or presentation.

O. **Annual Budget Preparation.** EVE will prepare and provide the Board with a proposed annual budget that shall conform to the State of Michigan's requirements and in a form satisfactory to the Board and to the Authorizer

P. **Additional Programs.** The services provided by EVE to the School under this Agreement include, but are not limited to, providing the educational program described in the Charter Contract, as the same may change from time to time. The Board may decide to provide additional programs, including, but not limited to, summer school. The School may also purchase additional services from EVE at a mutually agreeable cost.

Q. **Academy Financial Health.** EVE shall work with the school's treasurer to do all things reasonably and professionally required to prevent the Schools' finances from experiencing any operating or fund balance deficits and shall do all things reasonably and professionally required to keep the School solvent.

R. **Compliance with the Charter Contract and ESP Requirements.** EVE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter Contract issued by Grand Valley State University Board of Trustees, the ESP Requirements and applicable law. The provisions of the Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement. Any action or inaction by EVE that is not cured within sixty (60) days of notice thereof which causes the Charter Contract to be revoked, terminated, or suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by the Authorizer is a material breach of this Agreement by EVE.

## ARTICLE V:

## **OBLIGATIONS OF THE BOARD**

A. **Board Policy Authority.** The ENA Board is responsible for the governance and oversight of the Academy. The Board is responsible for determining the fiscal and academic policies that will govern the operation of the School, including, but not limited to, policies relative to the conduct of students while in attendance at, or en route to, school, and policies and regulations governing the procurement of supplies, materials, and equipment to be used at the School. The Board shall exercise good faith in considering the recommendations of EVE on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets, subject to the constraints of law and the requirements of the Charter Contract.

B. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of building facilities that comply with all of the requirements of the Charter Contract and applicable law.

C. **School Employees.** The Board may employ such employees as it deems necessary. The cost to employ School employees shall be paid by the Board.

D. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the School and the performance of EVE under this Agreement. EVE shall cooperate with the educational consultant or consultants and shall provide those individuals with prompt access to records, facilities, and information as if such requests came directly from the Board. EVE shall have no authority to select, evaluate, assign, supervise, or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

E. **Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Charter Contract, this Agreement, and applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent EVE or any EVE owner(s), director(s), officer(s), or employee(s). While the Board's counsel and EVE's counsel may meet and confer on issues, the Board shall not seek direct advisement from EVE's legal counsel.

F. **Audit.** The Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Charter Contract and applicable state law.

G. **Budget.** The Board is responsible for adopting a budget in accordance with the relevant provisions of the Uniform Budgeting and Account Act MCL 141.421, et seq, and asserts that it has adequate resources to fulfill its obligations under the Charter Contract, including, but not limited to, its oversight of EVE, the organization of the School, negotiation of the Charter Contract and any amendments, payment of employee costs, insurance required under the Charter Contract and this Agreement, the annual financial audit, and retention of the Board's legal counsel and consultants. In addition, the Board is responsible for determining the budget reserve amount included as part of the School's annual budget, for implementing fiscal policies that will assist the School in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

H. **School Funds.** The Board shall determine the depository institution of all funds received by the School. All funds received by the School shall be deposited in the School's

depository account in the manner and form prescribed by the Academy Board. All interest or investment earnings on deposits shall accrue to the School. The Board shall pay its obligations under this Agreement on a consistent and timely basis.

I. **Governmental Immunity.** The Board shall have the sole power to determine when to assert, waive, or not waive its governmental immunity.

J. **Charter Contract with Authorizer.** The Board will not act in a manner in which will cause the School to be in breach of its Charter Contract with the Authorizer.

K. **Evaluation of EVE.** The Board will evaluate the performance of EVE to provide EVE with an understanding of the Board's view of its performance under this Agreement. All evaluations conducted by the Board or a representative of the Board will be provided to EVE in writing, no later than thirty (30) days following the conclusion of the evaluation. EVE will be provided thirty (30) days to respond to the evaluation in writing, if it wishes to do so. Special evaluations may occur at any time at the discretion of the Board.

## ARTICLE VI:

### **FINANCIAL ARRANGEMENT**

A. **School's Source of Funding.** The major source of funding for the School is State School Aid received pursuant to statutory requirements. State School Aid payments are based upon the number of students enrolled in the School. The School will also receive other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the State School Aid payments and improve the quality of education at the School, the Board and EVE, with prior Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The School and/or EVE shall solicit and receive donations consistent with the mission of the School.
2. The School and/or EVE may apply for and receive grant money, in the name of the School. EVE shall provide advance written notification to the Board of any grant applications it intends to make.
3. To the extent permitted under the Code, EVE may charge fees to students for extra services such as summer programs, after school programs, and athletics, and EVE may charge non-School students who participate in such programs.
4. All funds received by EVE or the School from such other revenue sources shall inure to and be deemed the property of the School.

C. **Compensation for Services.** The School shall pay EVE an annual management fee for each school year during the term of this Agreement. The amount of this annual fee shall be twelve percent (12%) of the sum of: (a) all funds the School receives directly or indirectly under Paragraph A attributable to the school year during which EVE provides services under this Agreement less amounts retained by the Authorizer, plus (b) all funds that the School receives directly or indirectly under Paragraph B (except for individual donations, obtained without the assistance of EVE, that are made to the School). Notwithstanding the preceding sentence, from February 1, 2023 to June 30, 2023 the management fee under this paragraph shall be 5/12ths of ten percent (10%) of the funds received by the Academy in FY 2022-2023, as described above, payable in 5 equal monthly installments.

Beginning July 1, 2023, EVE's annual management fee shall be paid in twelve (12) installments, for the school year of ENA during which EVE provides services under this Agreement. EVE will cooperate with the School to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by the School, provided that all monthly installment payments must be remitted within thirty (30) days of the original payment date of such monthly installment payment.

**D. Reasonable Compensation.** EVE's compensation under this Agreement is reasonable compensation for services rendered. EVE's compensation for services under this Agreement is not based, in whole or in part, on a share of net profits from the operation of the School.

**E. Payment of Educational Program Costs.** In addition to the School's obligation to reimburse EVE for the compensation of certain EVE employees under Article VI, all costs reasonably incurred in providing the educational programs at the School shall be paid by the School in accordance with the annual budget approved by the Board. Such costs shall include, but shall not be limited to, curriculum materials, professional learning and development required by the state or other governmental entities, textbooks, library books, computers and other equipment, software, and supplies utilized at the School for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, and marketing and development costs. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program and shall not include any costs for the marketing and development of EVE. The Board shall pay or reimburse EVE monthly for approved fees and expenses upon properly presented documentation and approval by the Board. In paying costs on behalf of the School, EVE shall not charge any additional amounts or markups. Any costs reimbursed to EVE that are determined by the independent audit not to be reasonably incurred on behalf of the educational program of the School shall be promptly returned to the School by EVE. No corporate costs of EVE shall be charged to or reimbursed by the School. Reimbursable costs shall be incorporated in the budgets approved by the Board. Each budget shall contain the management fee and reimbursable costs, including but not limited to, those associated with employment EVE's personnel at the Academy.

The Academy Board must be informed of the level of compensation and fringe benefits provided to employees of EVE assigned to the Academy, not including EVE national team staff. Any services to be provided by EVE that are included in the annual management fee but are performed by a subcontractor shall not be charged to, reimbursed by or passed through as an additional cost to the Academy.

The Academy shall not reimburse EVE the costs for the time of EVE's principals, directors, officers, or shareholders in providing services to the Academy. Corporate costs of EVE including costs or expenses of the management and operation of EVE, including its rent and insurance costs shall not be charged to or reimbursed by, the Academy. EVE shall also not receive reimbursement for its costs and/or damages associated with employee litigation against EVE, unless such litigation arises due to actions taken by or at the direction of the Academy or in any situation which the Academy is subject to indemnification obligations.

**F. EVE Costs.** The annual management fee set forth in Article VI, Section C is intended to compensate EVE for all expenses it incurs for the administrative, and management services EVE is required to provide under this Agreement, including, but not limited to, expenses

associated with board support, employee recruitment, hiring, and training, and compliance. EVE will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. The costs to be paid by EVE under this Paragraph do not include payments for personnel provided pursuant to Article VII (A), (B), (C), and (D) that are to be reimbursed by the School under Article VII (E) or educational program costs under Article VI (E).

G. **Other Public School Academies.** The School acknowledges that EVE has entered, or will enter into, management agreements with other public/charter school academies. EVE shall separately account for reimbursable expenses incurred on behalf of the School and other public school academies, and only charge the School for expenses incurred on behalf of the School. EVE must maintain separate accounts for the receipt of the School funds and payment of expenses. Comingling of the School funds with EVE funds or funds of other schools is strictly prohibited.

H. **No Other Financial Relationships.** Other than the financial arrangements described in this Agreement, EVE and the School shall have no other financial relationships. No lease, promissory notes or other negotiable instruments, lease-purchase agreements, or other financing agreements between the School and EVE shall be permitted, and such arrangements are strictly prohibited.

I. **Access to Records.** EVE shall keep accurate records pertaining to its operation of the School, together with all the School records prepared by or in the possession of EVE (the “Records”), and retain all of these records in accordance with applicable state and federal law and the ESP Requirements. Educational, operational, and student records that are now or may in the future come into the possession of EVE remain the School’s records and are required to be returned by EVE to the School upon demand, provided that EVE may retain copies of records necessary to document the services provided to the School and its actions under the Agreement. The Parties shall maintain the proper confidentiality of personnel, student, and other records as required by law. All School records shall be physically or electronically available, upon request, at the School’s physical facilities. The educational, operational, and student records pertaining to the School are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict the Authorizer’s or the public’s access to these records under applicable law or the Charter Contract.

J. **Audit Report Information.** EVE will make all of the School’s Records available to the independent auditor selected by the Board. EVE staff will fully cooperate with said independent auditor.

K. **Bankruptcy of ESP Principal or Officer.** EVE shall notify the School’s Board if any principal or officer of EVE, or EVE (including any related organizations or organizations in which a principal or officer of EVE served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

L. **Conflict of Interest.** EVE shall have a written conflict of interest policy, a copy of which shall be made available to the Board upon request. EVE shall not execute contracts with any third Parties for services to be provided to or on behalf of the School where there is a conflict of interest between EVE and the third party.

M. **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.

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

## ARTICLE VII:

### **PERSONNEL AND TRAINING**

A. **Personnel Responsibility.** EVE is responsible for providing the School with qualified administrators and teachers, instructional support, pupil support, food service, secretarial, security, and other staff required to operate the School within the staffing and compensation levels approved by the Board in its annual budget (the "School Personnel"). EVE shall have the authority to select, evaluate, assign, discipline, transfer, and terminate the employment of all School Personnel, with the exception of the Board employees, if any, consistent with applicable law and the provisions of this Agreement. EVE, in its sole discretion, may use an employee leasing agency (the "Leasing Agency") to provide the School Personnel; such School Personnel will be employees of the leasing agency. Prior to the first payroll, EVE will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all School Personnel.

B. **School Leadership.** EVE will have the authority, consistent with applicable law, and with input from the Board, to select and supervise the Academy Leader ("Academy Leader") and to hold that individual accountable for the success of the Academy. At the request of the Board, EVE will review the performance of the Academy Leader with the Board. The Academy Leader may be an EVE employee, or an employee of the Leasing Agency. EVE agrees to provide the Board an opportunity to meet with the Academy Leader or review the candidate's qualifications prior to placement and to inform the Board in advance prior to taking any action that would alter the employment status of the Academy Leader, including the selection of, hiring, duties, and performance of the Academy Leader. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the Academy Leader, EVE agrees to review the Academy Leader's performance and report its findings to the Board. If EVE concurs with the Board findings and there is no resolution to the problems, EVE will provide a replacement Academy Leader. The Academy Leader shall have an administrator's certificate covering the applicable grade levels of the Academy. The employment agreement with the Academy Leader and the duties and compensation of the Academy Leader shall be determined by EVE, but that individual must be assigned on a full-time basis to the Academy and may not be providing services to any other school or academy without the prior approval of the Board. If the Superintendent of EVE is designated as the Academy Leader, the Superintendent need not be assigned to the Academy on a full

time basis.

**Teachers.** As part of the annual budgeting process, EVE shall make a recommendation to the Board regarding the number of teachers and the applicable grade levels and subjects required for the operation of the School pursuant to the Charter Contract. EVE shall provide the School with such teachers, qualified in the grade levels and subjects required, as are required by the School. The Board, however, shall ultimately decide the number of teachers, the applicable grade levels, and subjects taught at School as prescribed in the Charter Contract. Teachers shall be employed by ENA. Each teacher assigned to or retained by the School shall hold a license or permit required by Michigan law and applicable to charter schools.

C. **Support Staff.** As part of the annual budgeting process, EVE shall make a recommendation to the Board regarding the number of support staff required for the operation of the School pursuant to the Charter Contract. EVE shall provide the School with such support staff, qualified in the areas required, as are required by the School. Such support staff may, in the discretion of EVE, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, such support staff may also work at other schools operated by EVE in the same city. Each support staff employee assigned to or retained by the School shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act.

D. **Payroll.** The Board will reimburse EVE for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the School, provided that these costs are not higher than anticipated and approved in the annual budget. At the request of the Board, EVE will provide payroll services for employees of the Board. All records pertaining teacher and administrator certification, as well as a copy of the employee handbook, shall be maintained physically on site or be directly accessible at all the Schools' facilities. Neither EVE, nor the leasing agency shall execute contracts with its staff assigned to the School that contain non-compete agreements of any nature.

E. **Criminal Background Checks.** EVE agrees that no individuals shall be assigned to perform any services under this Agreement that has not cleared the requisite criminal background check pursuant to applicable Michigan Code. The Board may require that the results of criminal background checks are received, reviewed, and used (subject to a verification process) by a qualified governmental employee acting on behalf of the School and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history in violation of the Code. The Board shall require the qualified governmental employee to provide a letter with a determination for assignment indicating if the individual is in compliance with the requirements of the Code or not. EVE shall not assign to the School any individual for whom EVE has received determination of non-assignment.

F. **Training.** EVE shall ensure training is provided to the School Leader, teachers, and paraprofessionals on a regular and continuing basis and shall insure that School Employees receive all training required by law. The School Leader, teachers, paraprofessionals, and other support staff employees shall receive such other training as EVE determines is reasonable and necessary under the circumstances.

## ARTICLE VIII:

### **TERMINATION OF AGREEMENT**

A. **Termination by the School for Cause.** This Agreement may be terminated by the School for cause prior to the end of the term specified in Article III in the event that EVE should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after formal notice from the School. A material breach by EVE may include, but is not limited to, violating the Charter Contract or applicable law. In order to terminate this Agreement for cause, the Board is required to provide EVE with written notification of the facts it considers to constitute material breach and the period of time within which EVE has to remedy this breach. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing EVE with written notification of termination. If the parties cannot agree upon whether a material breach has occurred, the issue must be submitted to a neutral mediator (agreed upon by both parties) for determination as to whether a material breach exists. If the mediator determines that no material breach has occurred, the agreement shall remain in full force and effect. In any event, if the annual academic and financial goals (agreed upon between the Parties) have been met, or are on track to be met at the time of a notice to terminate, ENA shall be responsible for the remainder of the balance owed to EVE under the contract terms outlined in Article III.A. and Article VI. If ENA terminates this agreement without cause, ENA shall be responsible for the full contract term.

B. **Termination by EVE for Cause.** This Agreement may be terminated by EVE for cause prior to the end of the term specified in Article III in the event the School fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from EVE. A material breach by the School may include, but is not limited to, a failure to carry out its responsibilities under this Agreement, such as a failure to make payments to EVE as required by this Agreement; a failure to give consideration to the recommendations of EVE regarding the operation of the School; or violating the Charter Contract or applicable law. In order to terminate this Agreement for cause, EVE is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the School has to remedy this breach. After the period to remedy the material breach has expired, EVE may terminate this Agreement by providing the Board with written notification of termination.

C. **Revocation or Termination of Charter Contract.** If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.

D. **Authorizer Required Termination or Amendment.** This Agreement shall be terminated or amended with no cost or penalty to the School, and no recourse to the Authorizer or any third party affiliated with or engaged by Authorizer, by EVE or any subcontracted person or entity of EVE, in the event the Authorizer determines to exercise its prerogative under the Charter Contract to require the termination or amendment of this Agreement.

E. **Change in Law.** If any federal, state, or local law, regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice to the other, may request renegotiation of the Agreement. If the Parties are unable or unwilling to renegotiate the terms within ninety (90) days

after said notice, the party requesting the renegotiation may terminate this Agreement on one hundred-twenty (120) days further written notice.

F. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article III, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which this Agreement was terminated.

G. **Rights to Property upon Termination.** Upon termination of this Agreement, anything purchased with state school aid funds (or other School funds) shall remain the exclusive property of the School. EVE shall have the right to reclaim any usable property or equipment (including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by EVE with EVE funds. Fixtures and building alterations or any kind are the sole property of the School.

H. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, EVE shall provide the School reasonable assistance for up to ninety (90) days after the effective date of the termination to allow a transition back to a regular school program or to transition to another education service provider. EVE may charge a reasonable fee for such services, which shall be no higher on a per month basis than the average standard monthly fee paid during the regular term of this Agreement. Upon termination, EVE shall without charge: (i) organize and prepare the School's records for transition to a new ESP, if any and (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 ESP to the School; (iv) organize and prepare the School'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 School-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 School asset.

## **ARTICLE IX:**

### **PROPRIETARY INFORMATION**

A. **Copyright and Proprietary Information.** All instructional materials, training materials, curriculum, lesson plans, and any other materials developed by EVE, its employees, agents, or subcontractors, or by any individual working for or supervised by EVE, which (i) were directly developed and paid for by the School, or (ii) were developed by EVE at the direction of the Board using School funds, shall be considered "work made for hire" as such term defined in Section 101 of the Copyright Act, 17 U. S. Code, Section 101 and the School shall own all copyright and other proprietary rights to such instructional materials, training materials, curriculum, lesson plans, and any other materials.

B. **Required Disclosure.** The School shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Authorizer and to the Michigan Department of Education, which teaching techniques or methods may thereafter be made available to the public.

## ARTICLE X:

### INDEMNIFICATION

A. **Indemnification of EVE.** To the extent permitted by law, the School shall indemnify and hold EVE (which term for purposes of this Paragraph A, includes EVE's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, employment of former ENA employees, prior relationships with vendors and any noncompliance by the School with any agreements, covenants, warranties, or undertakings of the School contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, and to the extent permitted by law, the School shall reimburse EVE for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Paragraph may be met by the purchase of insurance in a form and amounts acceptable to EVE.

B. **Limitations of Liabilities.** The School may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. **Indemnification of the School.** EVE shall indemnify and hold the School (which term for purposes of this Paragraph C, includes the School's officers, directors, agents, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by EVE with any agreements, covenants, warranties, or undertakings of EVE contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of EVE contained in or made pursuant to this Agreement. In addition, EVE shall reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the School.

D. **Indemnification for Negligence.** To the extent permitted by law, the School shall indemnify and hold harmless EVE, and EVE's Owners, Board of Directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which EVE may incur and which arise out of the negligence or intentional activity of the School's directors, officers, employees, agents, or representatives. EVE shall indemnify and hold harmless the School, and the School's Board, officers, employees, agents, and representatives, from any and all claims and liabilities which the School may incur and which arise out of the negligence or intentional activity of EVE's owner, directors, officers, employees, agents, or representatives.

E. **Indemnification of Grand Valley State University.** The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State

University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

## **ARTICLE XI:**

### **INSURANCE**

A. **Insurance for the School.** The School shall secure and maintain such policies of insurance as required by and the Charter Contract. This coverage shall include the building and related capital facilities if they are the property of the School. The School shall maintain such insurance in amounts and on such terms as required by the provisions of the Charter Contract, including the indemnification of EVE required by this Agreement. The School shall, upon request, present evidence to EVE that it maintains the requisite insurance in compliance with the provisions of this paragraph. EVE shall comply with any information or reporting requirements applicable to the School under its policy with its insurer(s), to the extent practicable.

B. **Insurance for EVE.** EVE shall secure and maintain such policies of insurance as required by the Authorizer and the Charter Contract, with the School and Authorizer listed as additional insureds. EVE shall maintain such insurance in amounts and on such terms as are reasonably acceptable to the School and as required by the provisions of the Charter Contract, including the indemnification of the School required by this Agreement. EVE shall, upon request, present evidence to the School and Authorizer that it maintains the requisite insurance in compliance with the provisions of this paragraph. The School shall comply with any information or reporting requirements applicable to EVE under EVE's policy with its insurer(s), to the extent practicable. Any policy of insurance maintained by EVE must include coverage for sexual molestation or abuse, must name the Authorizer as an additional, named insured, and shall not be changed, revoked, or modified absent thirty (30) days' notice to the Authorizer. In the event the Authorizer modifies the level, type, scope, or other aspects of such coverage, then EVE shall undertake like and similar modifications within thirty (30) days of being notified of such change.

C. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

## **ARTICLE XII:**

### **COMPLIANCE WITH CHARTER CONTRACT**

A. **Charter Contract.** The Parties hereby agree to comply with the Charter Contract and the ESP Requirements.

B. **School Board Due Diligence.** The Board hereby agrees to perform the necessary due diligence of EVE and provide all information to the Authorizer pursuant to the ESP Policies, if any.

C. **School Board Members.** All School Board members and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, contractual or management interest in EVE. The relationship between the School and EVE shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Contract and applicable law.

D. **ESP Agreement.** This Agreement is an arms-length, negotiated agreement between an informed Board and EVE. The Board shall not approve this Agreement until all Board members have been given the opportunity to review the Agreement with the School's legal counsel. Prior to the Board's approval of this Agreement, the Board shall obtain a legal opinion from its legal counsel, in the form provided in the ESP Requirements. The Board shall only approve this Agreement with a formal vote at a public board meeting. Prior to the Board's vote on this Agreement, the Board shall provide an opportunity for public comment on this Agreement.

E. **Information Reporting.** EVE is hereby required to make information concerning the operation and management of the School, including, but not limited to, information in the Charter Contract, including all exhibits, attachments, and the like, available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its obligations under the Charter Contract. EVE shall make information available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its transparency reporting under the Charter Contract, and also at least the information that a school district is required to disclose under applicable law for the most recent fiscal year for which that information is available.

**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.

### **ARTICLE XIII:**

#### **MISCELLANEOUS**

A. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. **Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the Parties or mailed to the Parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to EVE:  
Earl Martin Phalen, CEO  
1001 Marina Drive Apt. #410  
Quincy, MA 02171

If to School:  
Eagles Nest Academy  
Attn: Board President  
5005 Cloverlawn Drive  
Flint, MI 48504

**And a copy to EVE's counsel:**

Nicole J. Scott, Esq.  
4914 Cooper Road #42634  
Blue Ash, OH 45242

**And a copy to Board's Attorney:**

Shifman & Carlson, P.C.  
34705 W. 12 Mile Rd. Suite 160  
Farmington Hills, MI 48331  
Attn: Nicholas S. Kovach  
nkovach@shifmancarlsonlaw.com

C. **Severability.** The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement.

D. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

E. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the services provided and to the compensation for such services by the Parties. Any modification to this Agreement must be made in writing, approved by the Board and EVE, and signed by a duly authorized officer of each.

F. **Amendments and Modifications.** The Board must submit any and all amendments or modifications of this Agreement to the Authorizer not less than 45 days prior to the Board's approval of such amendments or modifications. No amendment or modification of this Agreement shall be effective unless and until the Authorizer has notified the School in writing that it does not disapprove of the modification.

G. **Non-Waiver.** A failure of a party in exercising any right, power, or privilege under this Agreement shall not affect such right, power, or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies which either party may otherwise have.

H. **Assignment.** EVE may not assign this Agreement without the prior written approval of the Board and prior written notification to Authorizers. Any assignment must be done in a manner consistent with the Authorizer's ESP Policies.

I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to EVE any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Charter Contract.

K. **Compliance with Law.** The Parties agree to comply with all applicable laws and

regulations in their performance of this Agreement.

**L. Dispute Resolution Procedure.** Any and all disputes between the Parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the Parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration. Such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association, and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the Parties and the arbitrator unanimously accept. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction and shall be binding upon the Parties. Any such judgment shall require a cause opinion as to the final decision and shall be made available to the Authorizer upon request. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitrator to award reasonable attorney fees to the prevailing party, to be paid by the losing party, if awarded.

The Parties have executed this Agreement as of the day and year provided above.

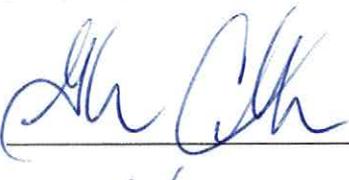
ENTREPRENEURIAL VENTURES IN EDUCATION, INC.

By: 

Earl Martin. Phalen, CEO

Dated: 02/03/2023

EAGLES NEST ACADEMY

By:  Board President

Dated: 2/3/23

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS**

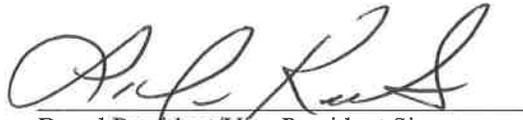
**Academic Achievement**

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

**Academic Growth**

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

Date: 6-15-2023

  
Board President/Vice President Signature

**Secretary's Certification:**

I certify that the foregoing resolution was duly adopted by the ENA Board of Directors at a properly noticed open meeting held on the 15 day of June, 2023 at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**

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

Please see separate file for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

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



Eagle's Nest Academy  
5005 Cloverlawn Dr. Flint, MI 48504  
Ph: 810-869-6495 Fax: 810-853-6404

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## **Principal Job Description**

### **Position Description**

To serve as the chief administrator of the school in developing and implementing policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member.

Reports to the School Board of Directors

### **Essential Duties and Responsibilities**

- Supervision and evaluation of all school personnel, directly and indirectly.
- Oversight of daily operations of the school.
- Conceptualizes the broad goals of the school and plans accordingly to ensure that procedures and schedules are implemented to carry out the total school program.
- The school leader/ principal defines the responsibilities and accountability of staff members and develops plans for interpreting the school program to the community.
- Provides activities that facilitate the professional growth of the school staff and enhance the quality of the instructional program.
- Ensures that instructional objectives for a given subject and/or classroom are developed and involves the faculty and others in the development of specific curricular objectives to meet the needs of the school program. The school leader/principal provides opportunities for staff participation in the school program.
- Evaluates student progress in the instructional program by means that include the maintaining of up-to-date student data. The principal supervises and appraises the performance of the school staff.
- Maintains inter-school system communication and seeks assistance from the Charter Board to improve performance. The school leader/principal maintains good relationships with students, staff, parents, community stake holders and the authorizer. The school leader/principal complies with established lines of authority.
- Orients and assists new staff and new students and provides opportunities for their input in the school program.
- All other duties as assigned.

### **Statement of Assurance of Compliance with Federal Laws**

It is the policy of Eagle's Nest Academy not to discriminate on the basis of color, national origin, age, gender, height, weight, disability, religion, or marital status in any of its programs, activities, or employment.

## Education and Experience

- Bachelor's Degree/Masters Degree - State Elementary Certification
- Minimum 5 years experience in education

### Michigan Administration/Principal Certification Requirements

#### *Elementary or Secondary Endorsement:*

- Possession of at least a master's degree
- Completion of a [state-approved administrator preparation program](#), with at least 18 semester hours of graduate credit in K-12 school administration

#### *Central Office Endorsement:*

- Possession of at least a master's degree
- Completion of at least 21 semester hours of post-graduate credit in advanced studies in K-12 school administration

### **Alternative Certification for School Administrators**

You may qualify for an [alternative certification program for school administrators](#) if you meet the following requirements:

- Possession of a bachelor's degree and at least one of the following:
  - o Three years of experience as a K-12 administrator
  - o Three years of experience as a central office administrator
  - o Three years of experience in management or leadership in other fields {if you are admitted under this option, you must complete a supervised internship}

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## **Teacher (K-6) Job Description**

### **Position Description**

To serve as the instructional leader for Eagle's Nest Academy students. Working relationship with students, parents, school personnel and the community focused on optimal student learning.

### **Essential Duties and Responsibilities**

- Represents Eagle's Nest Academy with integrity and professionalism
- Develops student learning plans that meet standards and maintains fidelity to the EL Education Curriculum
- Assesses students regularly to accurately plan for their optimal learning
- Collaborates well with others; including ENA staff, parents and community members
- Initiates own continuous professional learning and shares with others
- Communicates effectively through a variety of channels
- Provides parents with regular feedback regarding their child's progress through verbal and written contact, progress reports, report cards, and face to face conferences
- Creates an environment that respects diversity and where everyone excels to his or her highest level
- Maintains accurate student records
- Follows ENA's Multi-Tiered System of Support
- Participates in required formative and summative testing, using results to plan for student learning and own professional learning
- Maintains the status of a highly qualified teacher
- Ability to transition to the use of Google Classroom as required
- Assists the school leader/principal in other duties as required

### **Desired Personal Characteristics**

- Curious, enjoys learning, always a student
- Problem solver
- Creative and flexible thinker
- Friendly, respectful, compassionate, empathetic, authentic
- Collaborator

### **Statement of Assurance of Compliance with Federal Laws**

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- Energetic
- Able to be active with children
- Organized
- Technically Savvy

### **Education, Experience, and Qualifications**

- Bachelor's Degree and appropriate Teaching Certificate/Licensure
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to work effectively as a team member
- Demonstrated ability to teach remotely
- Must successfully complete criminal history and criminal background check

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## **Behavior Intervention Specialist Job Description**

### **Position Description**

Under the direction of the Principal, the Behavior Intervention Specialist is responsible for providing the school community, parents, students and teachers with an exemplary, ongoing professional student behavior management program which includes behavioral and academic assessments and interventions to improve the quality of life for children. The job of the behavior intervention specialist involves a continuum of services including case management and the development of behavior plans for students at risk of failure due to behavior problems.

The behavior intervention specialist is the individual responsible for assessing students with behavior issues, collecting data on the students, working with teachers and support staff to devise a behavior plan for the student and evaluating the effectiveness of the plan. The behavior intervention specialist's primary goal is to use MTSS (Multi-tiered Systems of Supports) methods to prevent students from entering into special education and reducing overall disciplinary rates of the school. The focus is on providing an opportunity for optimal development of the "whole" child and to ensure the implementation of valued services by focusing on academics and behavior strategies. The success of this position will be validated by a reduction in office referrals and suspensions.

### **Essential Duties and Responsibilities of a Behavior Intervention Specialist**

- Provides intensive individual interventions to a specified group of students (case load).
- Implements behavior support plans.
- Tracks student attendance and monitor academic assessments/achievements.
- Designs behavioral interventions for students.
- Evaluates efficacy of behavior plan that teachers develop.
- Learns and applies CPI (Crisis Prevention Institute) techniques when deemed necessary.
- Coordinates between teachers and parents to implement behavioral interventions.
- Conducts conflict resolution sessions between students.
- Assists teachers in facilitating behavioral interventions.
- Records the progress of case load (children assigned to behavior intervention specialist). □
- Utilizes social stories to teach students about making appropriate choices.
- Communicates with parents and teachers in regard to students' progress.
- Determines behavior capabilities of students as they function at home and in school.
- Analyzes the behavioral interventions to determine their success.
- Measures goals and objectives of behavior support plans to ensure they are being met.

### **Statement of Assurance of Compliance with Federal Laws**

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- Assists students in identifying inappropriate behaviors and develop better behavior alternatives.
- Monitors the student caseload with whom holistic measures will be taken.
- Monitors and adjusts plans designed for each child.
- Maintains records, reports, services provided and behavioral data.
- In order to be proactive: requires assisting students with special and daily activities such as eating, medication intake, goal setting, etc...
- Conducts home visits when necessary.
- Other related work as required.

### **Required Knowledge, Skills and Abilities**

- Must have a strong foundation in applied behavior analysis.
- Must have an understanding of behavioral characteristics associated with behavior disorders.
- Has good communication skills, both written and verbal, particularly with parents and education professionals.
- Has a basic understanding of instructional methods and education curriculums.
- Must have excellent interpersonal skills.
- Must be able to handle emotionally charged situations.
- Has the ability to train other people to apply behavior management techniques effectively.
- Has knowledge of and knows how to work with various support systems that are available in a community.
- Must know and understand regulations associated with RTI (response to intervention) and MTSS (Multi-tiered Systems of Supports).
- Participate in trainings to continue to learn new strategies for behavioral intervention and remediation.

### **Knowledge, skill or ability**

- Be flexible and adjust to change.
- Communicate both orally and in writing in a clear and concise manner.
- Establish and maintain cooperative and effective working relationships.
- Demonstrate a patient, understanding and calm attitude toward students with significant behavioral challenges.
- Work with discretion and in confidence with student information.
- Understand and carry out oral and written directions.
- Prepare clear and concise reports.
- Learn, interpret, apply and explain policies and procedures.

### **Education and Experience**

- Bachelor's degree.
- Experience working with children with behavior challenges.
- Master's degree in psychology, social work, childhood development or education, preferred.

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## **Classroom Mentor Job Description**

### **Position Description**

To assist teachers in academic improvement while implementing the prescribed curriculum and the Common Core State Standards.

Reports directly to the principal.

### **Essential Duties and Responsibilities**

- Exhibit a commitment to the mission and philosophy of Eagle's Nest Academy.
- Assist with two-way communication and attendance.
- Maintain consistency in the classroom and have high expectations for all students.
- Provoke ideas and scaffold students' knowledge through problem solving, work and conflict resolution.

### **Required Knowledge, Skills and Abilities**

- Strong written and oral communication skills.
- Ability to communicate effectively with parents and families.
- Demonstrate ability to collaborate and work effectively with teams.
- Working effectively in a virtual classroom setting.

### **Education and Experience**

- Must have 60 credit hours from an accredited college/university.
- Bachelor's Degree from an accredited college/university - desired.

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## **Curriculum/Instructional Coach Job Description**

### **Position Description**

- To assist teachers in improving their skill-set and the implementation of the Common Core Standards.
- To provide assistance in trends in instruction and methods, curriculum development.

Reports directly to the principal.

### **Minimum Requirements**

The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Must be eligible or hold Michigan Teacher Certification
- Master's level work completed (or in progress) toward degree in Instruction and/or Reading. (Desired)
- Previous experience using and interpreting various types of student/school data
- Evidence of knowledge of active learning strategies and learning styles
- Active involvement in the implementation of curriculum and assessments
- Evidence of specific training in current research-based reading strategies and methods necessary to promote fidelity of implementation of Common Core State Standards
- Demonstrate ability to plan and implement professional development workshops
- Knowledge of RTI and evidence-based practices
- Evidence of exemplary practice in current assignment
- Strong written and oral communication skills and expertise with use of various types of instructional technology
- Must successfully complete criminal history and criminal background

### **Essential Duties**

To perform this job successfully, an individual must be able to satisfactorily perform the essential duties and responsibilities related to the Eagles Nest Academy.

- Model best, research and evidence-based instructional practices.
- Participation and implementation of the curriculum and assessments.
- Using and interpreting various types of student/school data.

#### **Statement of Assurance of Compliance with Federal Laws**

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- Work in conjunction with school administrators to improve academic achievement.
- Work with school leadership team to design, develop and implement professional development programs tailored to increase student efficacy.
- Coach and consult with teachers regarding the use and implementation of the curriculum.
- Develop and present workshops for teachers regarding effective classrooms.
- Work with staff on special projects and training related to best practice strategies.
- Works with administration and School Improvement Team to identify school needs.
- Perform other duties as assigned determined by the principal.

## **Responsibilities**

- Keeps certificate current and active by monitoring status.
- Complete professional development and certificate updates in MOECS.
- Remains current in certification research, instructional strategies, & technology (and new literacies).
- Assist in data administration, collection, interpretation, and presentation to support student achievement.
- Accurately completes all required paperwork within the designated timelines.
- Establishes and maintains a cooperative and professional relationship with peers, support staff, parents, administration, agency staff and school personnel.
- Complies with Federal, State and Local Regulations and Policies.
- Attends in-service programs, mandated trainings and conferences, courses, etc.
- Reads journal articles, current research, investigates internet resources and collaborates with other professionals and/or mentors.
- Utilizes all available resource materials (i.e. School Board Policies and Procedures, Employee Handbook, etc...) to complete required paperwork, maintain professionalism and to avoid potential violations/noncompliance.

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## **Custodian Job Description**

### **Position Description**

Provides custodial care in a building and on the grounds as assigned by appropriate supervisor. Implementing and maintaining a clean environment for staff, students and parents.

### **Responsibilities**

- Maintains the cleanliness of the hallways and entire school.
- Cleans and maintains the entry and walkways.
- Repairs and assist staff when things are broken in the individual classrooms.
- Sweeps and mops the lunchroom after breakfast/lunch.
- Helps to maintain minor heating and plumbing.
- Clean the bathrooms.
- Assist staff when needed with other related duties.
- Maintains the school grounds.
- Applies ice control material to entrances of building and shovels snow from steps and walkways
- Other related duties as assigned by supervisor.

### **Qualifications**

- Knowledgeable of the uses of different cleaning equipment.
- Inventories cleaning supply.
- Ability to work with staff and students.
- Must operate in accordance with the school's approach for establishing a positive learning environment.
- Must successfully complete criminal history and criminal background check.

### **Statement of Assurance of Compliance with Federal Laws**

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## **Dean of Students Job Description**

### **Position Description**

- Charged with creating a vibrant school culture ASAP (artistically, socially, academically, physically)
- Support student achievement outcome as well as the cultivation of future leaders in our community.
- Collaborate with school principal to train and develop staff across the organization to actualize our school culture vision.
- Leads through a strong commitment to diversity and inclusiveness

### **Essential Duties and Responsibilities**

- Oversee all facets of student culture and engagement including proactive and responsive discipline
- Partner with key stakeholders to clarify the organization's approach to school culture, essential culture leadership skills and the strategy to align the school to this approach
- Strengthen and codify school culture resources and tools
- Design and lead quality professional development sessions related to school culture and climate
- Assist with supervision and evaluation of paraprofessional staff
- Provide classroom management coaching and extended learning opportunities
- Strategically work to retain and advance staff through direct development and/or leveraging the support of other leaders
- Drive the school's talent strategy to ensure a positive staff culture and retention of staff
- Support school culture with manage of attendance/truancy; social and emotional support
- Oversee McKinney-Vento/ homelessness
- Partner with special education coordinator and team to develop and pilot best practices and strategies to support scholars who are not yet responsive to a school's behavior system
- Prepare behavioral plans to proactively support scholars school tenure
- Provide activity opportunities for scholars that support a positive school culture
- Collaborate with principal to ensure a safe and productive learning environment for staff and scholars
- Provide feedback and direct coaching to all staff related to school culture and climate
- Perform all other duties as required by the school principal

#### **Statement of Assurance of Compliance with Federal Laws**

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## **Required Knowledge, Skills and Abilities**

- Ability to meet and interact with parents and community constituents with tact, courtesy and discretion

## **Education, Experience, and Qualifications**

- Bachelor degree required in education, social work and/or psychology; Master degree preferred
- Applicant must have completed 60 credits of college coursework
- Restorative practice licensed and/or willingness to obtain training
- Experiences with working in urban education (diverse, low-income communities; sensitivity to and awareness of the needs)
- A current background check

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## **Food Service Aide Job Description**

### **Position Description**

To work with the building Food Service Manager in preparing and delivering wholesome meals to the students attending the school. Help to maintain a clean orderly lunchroom.

### **Responsibilities**

- Prepares the lunchroom for meals.
- Maintain the cleanliness of the lunchroom and kitchen in accordance with the city/state health dept.
- Help to supervise the students during lunch/breakfast.
- Maintain a clean appearance.
- Help supervisor to order and make sure food supplies and inventory is kept up to date.
- Helps to plan/prepare the daily breakfast/lunch menu.
- Must take part in and complete annual training requirements.
- Other related duties as assigned by supervisor.

### **Qualifications**

- Ability to communicate with students, staff and parents
- Ability to adapt to constantly changing needs
- Must operate in accordance with the schools approach for establishing a positive learning environment.
- Knowledgeable on basic food safety.
- Must successfully complete criminal history and criminal background check
- Serve-Safe Certification preferred.

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## **Food Service Manager Job Description**

### **Position Description**

To supervise and maintain the school food program according to the Michigan State School Lunch Program.

### **Responsibilities**

- Prepares the lunchroom for meals.
- Maintain the cleanliness of the lunchroom and kitchen in accordance with the city/state health dept.
- Help to supervise the students during lunch/breakfast.
- Maintain a clean appearance.
- Order and make sure food supplies and inventory is kept up to date.
- Helps to plan/prepare the daily breakfast/lunch menu.
- Must take part in and complete annual training requirements.
- Complete compliance tasks and paperwork according to the National School Lunch Program and School Breakfast Program.
- Other related duties as assigned by supervisor.

### **Qualifications**

- Ability to communicate with students, staff and parents
- Ability to adapt to constantly changing needs
- Must operate in accordance with the schools approach for establishing a positive learning environment.
- Knowledgeable on basic food safety.
- Knowledgeable on state children nutrition programs and compliance.
- Must successfully complete criminal history and criminal background check
- Serve-Safe Certified.

### **Statement of Assurance of Compliance with Federal Laws**

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## **Classroom Mentor Job Description**

### **Position Description**

To assist teachers in academic improvement while implementing the prescribed curriculum and the Common Core State Standards.

### **Essential Duties and Responsibilities**

- Provide small group intervention in the areas of math, reading, social studies, science and classroom management.
- Maintain confidentiality of information regarding all students.
- Participate in in-service training programs.
- Locate and utilize appropriate materials for students.
- Maintain proper recording of student progress reports.
- Perform related duties and responsibilities as assigned.
- Provoke ideas and scaffold students' knowledge through problem solving, work and conflict resolution.

### **Required Knowledge, Skills and Abilities**

- Strong written and oral communication skills.
- Ability to communicate effectively with parents and families.
- Demonstrate ability to collaborate and work effectively with teams.

### **Education and Experience**

- Must have 60 credit hours from an accredited college/university.
- Bachelor's Degree from an accredited college/university - desired.
- 2 years in a classroom environment preferred.

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Eagle's Nest Academy  
5005 Cloverlawn Dr. Flint, MI 48504  
Ph: 810-869-6495 Fax: 810-853-6404

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## Reading Specialist Job Description

### Position Description

- To help scholars improve academically and increase academic gains.
- To assist teachers in improving their skill-set and the implementation of the Common Core Standards.
- To provide assistance in trends in instruction and methods, curriculum development.

Reports directly to the principal.

### Minimum Requirements

The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Must be eligible or hold Michigan Teacher Certification
- Master's level work completed (or in progress) toward degree in Instruction and/or Reading. (Desired)
- Previous experience using and interpreting various types of student/school data
- Evidence of knowledge of active learning strategies and learning styles
- Active involvement in the implementation of curriculum and assessments
- Evidence of specific training in current research-based reading strategies and methods necessary to promote fidelity of implementation of Common Core State Standards
- Demonstrate ability to plan and implement professional development workshops
- Knowledge of RTI and evidence-based practices
- Evidence of exemplary practice in current assignment
- Strong written and oral communication skills and expertise with use of various types of instructional technology

### Essential Duties

To perform this job successfully, an individual must be able to satisfactorily perform the essential duties and responsibilities related to the Eagles Nest Academy.

- Design and deliver interventions to students across K-6 (individual, small group or team teaching).

### Statement of Assurance of Compliance with Federal Laws

It is the policy of Eagle's Nest Academy not to discriminate on the basis of color, national origin, age, gender, height, weight, disability, religion, or marital status in any of its programs, activities, or employment.

- Deliver interventions for students across K-6 receiving supplemental instruction.
- Model best, research and evidence-based instructional practices.
- Participation and implementation of the curriculum and assessments.
- Support reading and phonics programs along with EL Education curriculum.
- Using and interpreting various types of student/school data.
- Work in conjunction with school administrators to improve academic achievement.
- Work with school leadership team to design, develop and implement professional development programs tailored to increase student efficacy.
- Coach and consult with teachers regarding the use and implementation of the curriculum.
- Develop and present workshops for teachers regarding effective classrooms.
- Serve as a resource for struggling students.
- Collaborate with intervention team to assist in designing or providing appropriate interventions related to Response to Intervention (RTI).
- Work with staff on special projects and training related to best practice strategies.
- Works with administration and School Improvement Team to identify school needs.
- Perform other duties as assigned determined by the principal.

## **Responsibilities**

- Keeps certificate current and active by monitoring status.
- Complete professional development and certificate updates in MOECS.
- Remains current in certification research, instructional strategies, & technology (and new literacies).
- Assist in data administration, collection, interpretation, and presentation to support student achievement.
- Accurately completes all required paperwork within the designated timelines.
- Establishes and maintains a cooperative and professional relationship with peers, support staff, parents, administration, agency staff and school personnel.
- Complies with Federal, State and Local Regulations and Policies.
- Attends in-service programs, mandated trainings and conferences, courses, etc.
- Reads journal articles, current research, investigates internet resources and collaborates with other professionals and/or mentors.
- Utilizes all available resource materials (i.e. School Board Policies and Procedures, Employee Handbook, etc...) to complete required paperwork, maintain professionalism and to avoid potential violations/noncompliance.

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## **School Bus Monitor Job Description**

### **Position Description**

To ensure safety and order during the transport of students to and from school, on field trips and other locations as assigned.

### **Essential Duties and Responsibilities**

- Assist the bus driver to follow a precise schedule to arrive at each stop at the designated time.
- Assist the driver to enforce rules while riding the bus, assist with behaviors and to ensure the safety of the students, which may include providing first aid in emergencies.
- Maintain order and control of students at all times. Immediately report incidences or other dilemmas to the supervisor.
- Maintains the cleanliness of the bus.
- Represents The school with integrity and professionalism. Attend to emergencies when necessary.
- Assist with other related duties as assigned.

### **Required Knowledge, Skills and Abilities**

- Ability to supervise children grades K-6.
- Ability to respond quickly and effectively in the event of an emergency.

### **Desired Personal Characteristics**

- Problem Solver
- Friendly
- Respectful
- Compassionate
- Honest
- Organized
- Loves children
- Energetic
- Adaptable

### **Statement of Assurance of Compliance with Federal Laws**

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## **Education and Experience**

- Must have high school diploma or equivalent.
- Must successfully complete criminal history and criminal background check.

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## **School Secretary/Administrative Assistant Job Description**

### **Position Description**

The secretary will maintain the school office and provide assistance to students, parents, staff and visitors.

### **Essential Duties and Responsibilities**

- Organize and maintain an efficient and effective office that handles a variety of tasks for the school leader/principal, faculty, students, and parents of the school.
- Records school absences, filing student forms, processing the daily attendance and lunch counts.
- Greeting visitors and answering the telephones
- Type correspondence, uses the copy machine, sort mail.
- Schedule school activities in accordance with the school leader/principal's direction.
- Handles the school's payroll.
- Computer skills – Uses Microsoft Word, Excel and various spreadsheets.
- Handles staff attendance – Schedules - Guest/substitute teachers.
- Orders supplies and keeps an inventory of supplies.
- Other related duties as assigned by supervisor.

### **Education and Experience**

- High school diploma/Secretarial Training or equivalent training

### **Qualifications**

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff, students and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community

### **Statement of Assurance of Compliance with Federal Laws**

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- Must operate in accordance with the school's approach for establishing a positive learning environment.
- Assist staff when needed with other related duties
- High school diploma/Secretarial Training or equivalent training
- Must successfully complete criminal history and criminal background check

**Statement of Assurance of Compliance with Federal Laws**

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## Student Engagement Coordinator Job Description

### Position Description

Eagle's Nest Academy is seeking to provide children access to a quality education that prepares them to SOAR Academically, Socially, Artistically, and Physically (ASAP).

Under the supervision of the Principal, the **Student Engagement Coordinator (SEC)** will multi-task to assist in marketing the school, the recruitment of prospective families with recognition of potential concerns and/or needs within the family and the development/oversight of an in school sports program.

In this role, the **SEC** will promote, assist and advocate in the connection of families to available resources in the community. He/she will collaborate with school staff in the evaluation of families, the provision of services and their academic and social progress.

The **SEC** will participate in relevant community meetings and events to promote the school and its programs. The successful candidate will effectively apply knowledge and skills as well as excellent interpersonal skills to engage and establish rapport with multi- and inter-generational families.

The **SEC** will develop and oversee an in school sports program to aid in the recruitment and retention of new and existing families. He/she will be responsible for organizing practices, teaching skill development, game strategies and techniques to prepare students for athletic competition. The **SEC** will be allowed to form a group of parent and community volunteers to assist in this effort.

### Essential Duties and Responsibilities

- Ability to work with limited supervision.
- Must be able to demonstrate knowledge of and ability to access community resources.
- Must have ability to establish rapport with intergenerational and intercultural families.
- Must work effectively within the community at large.
- Able to work a flexible schedule including evenings and weekends.
- Must be able to lift up to 30 lbs.
- Ability to perform all other duties as assigned

### Education and Experience

#### Statement of Assurance of Compliance with Federal Laws

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- BA/BS preferred, training or courses in education psychology, sociology, marketing/recruitment, school sports or communication are preferred.
- Two years of experience working with families and the community.

### **Qualifications**

- Microsoft Outlook, Access, Publisher and PowerPoint is preferred.
- Must meet all required health screening and criminal record clearances.

### **Statement of Assurance of Compliance with Federal Laws**

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## **Substitute Teacher Job Description**

### **Position Description**

To serve as a temporary instructional leader for Eagle's Nest Academy students. Working relationship with students, parents, school personnel and the community focused on optimal student learning.

### **Essential Duties and Responsibilities**

- Represents Eagle's Nest Academy with integrity and professionalism
- Assesses students regularly in order to accurately plan for their optimal learning knows each student well
- Collaborates well with others; including ENA staff, parents and community members
- Initiates own continuous professional learning and shares with others
- Provides parents with regular feedback regarding their child's progress through verbal and written contact, progress reports, report cards, and face to face conferences
- Creates an environment that respects diversity and where everyone excels to his or her highest level
- Maintains accurate student records
- Follows ENA's Multi-Tiered System of Support
- Participates in required formative and summative testing, using results to plan for student learning and own professional learning
- Assists the school leader/principal in other duties as required

### **Required Knowledge, Skills and Abilities**

- Curious, enjoys learning, always a student
- Problem solver
- Friendly, respectful, compassionate, empathetic, authentic
- Collaborator
- Enthusiastic
- Energetic
- Able to be active with children
- Organized

### **Education, Experience and Qualifications**

- Bachelor's Degree or appropriate Teaching Certificate/Licensure
- Must successfully complete criminal history and criminal background check

#### **Statement of Assurance of Compliance with Federal Laws**

It is the policy of Eagle's Nest Academy not to discriminate on the basis of color, national origin, age, gender, height, weight, disability, religion, or marital status in any of its programs, activities, or employment.

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

SCHEDULE 7-4

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

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

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

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

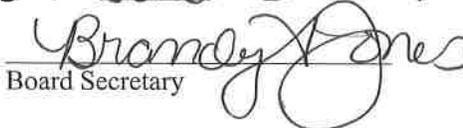
The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Date: 6-15-2023

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the ENA Board of Directors at a properly noticed open meeting held on the 15 day of June, 2023 at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## ADMISSION OF STUDENTS

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

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

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

Lottery is a random selection process to fill available seats for all grade levels. A Lottery is only held if the number of applications received during Open Enrollment is greater than the number of seats available in any grade level.

When the Open Enrollment period ends, we compare the number of applications we received to the number of available seats in each grade level. If more seats are available than applicants, we accept all eligible children who applied during Open Enrollment. If we have fewer seats available than applicants, a Lottery will take place to determine which students get a seat and which students are placed on the Waiting List. Preferences vary by school and will be granted accordingly during the Lottery process. Children who apply after Open Enrollment closes are processed in the order their applications are received and are placed on the appropriate list - accepted or Waiting List.

Any pupil enrolled in a school identified as a "Persistently Dangerous School" shall be allowed to attend a safe school within the local District in which a public school academy is located.

The Board of Directors shall offer the pupils attending a school identified as a Persistently Dangerous School the opportunity to transfer to a safe public school within the local District within ten days of receiving the official complaint.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



### JULY 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
	Independence Day					
9	10	11	12	13	14	15
	PLA Leader Institute					
16	17	18	19	20	21	22
23	24	25	26	27	28	29

SCHOLAR 0 (0) TEACHER 0 (0)

First day for 12 month employees 7/5, new teachers 8/3, returning Math & ELA teachers 8/7, all other school staff 8/14

### AUGUST 2023

S	M	T	W	T	F	S
Jul 30	Jul 31	1	2	3	4	5
	Remote Content Training			New Teacher Orientation		
6	7	8	9	10	11	12
	Content Teacher Training Window					
13	14	15	16	17	18	19
	School Professional Development				Staff Work Day	
20	21	22	23	24	25	26
	Scholar 1st Day! Q1 Begin					
27	28	29	30	31		

SCHOLAR 9 (9) TEACHER 14 (14)

### SEPTEMBER 2023

S	M	T	W	T	F	S
					1	2
		No School				
3	4	5	6	7	8	9
	Labor Day					
10	11	12	13	14	15	16
					Staff Training	
17	18	19	20	21	22	23
					Q1 Progress Report	
24	25	26	27	28	29	30

SCHOLAR 18 (27) TEACHER 19 (33)

### OCTOBER 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
	Staff Training					
15	16	17	18	19	20	21
					Q1 End 41 days	
22	23	24	25	26	27	28
	Q2 Begin				Q1 Report Cards	
29	30	31				

SCHOLAR 21 (48) TEACHER 22 (55)

### NOVEMBER 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
		Staff Training				Veteran's Day
12	13	14	15	16	17	18
19	20	21	22	23	24	25
	Fall Break					
26	27	28	29	30		

SCHOLAR 18 (66) TEACHER 19 (74)

### DECEMBER 2023

S	M	T	W	T	F	S
					1	2
					Q2 Progress Report	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
	Winter Break					
24	25	26	27	28	29	30
	Winter Break					

SCHOLAR 13 (79) TEACHER 13 (87)

### JANUARY 2024

S	M	T	W	T	F	S
Dec 31	1	2	3	4	5	6
	Winter Break					
7	8	9	10	11	12	13
					Q2 End 45 days	
14	15	16	17	18	19	20
	Dr. MLK Day	Q3 Begin			Q2 Report Cards	
21	22	23	24	25	26	27
28	29	30	31			

SCHOLAR 19 (98) TEACHER 19 (106)

### FEBRUARY 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
					Staff Training	
18	19	20	21	22	23	24
	Presidents Day				Q3 Progress Report	
25	26	27	28	29		

SCHOLAR 19 (117) TEACHER 20 (126)

### MARCH 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
					Staff Training Q3 End	
24	25	26	27	28	29	30
31	Spring Break					

SCHOLAR 15 (132) TEACHER 16 (142)

### APRIL 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
	Q4 Begin				Q3 Report Card	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SCHOLAR 22 (154) TEACHER 22 (164)

### MAY 2024

S	M	T	W	T	F	S
			1	2	3	4
					Q4 Progress Report	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
	Memorial Day					

SCHOLAR 22 (176) TEACHER 22 (186)

### JUNE 2024

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
				Scholar Last Day Q4 Ends	Staff Last Day	
9	10	11	12	13	14	15
16	17	18	19	20	21	22
			Juneteenth			
23	24	25	26	27	28	29
30						

SCHOLAR 4 (180) TEACHER 5 (191)

SCHOLAR FIRST/LAST DAY OF SCHOOL

STAFF TRAINING (NO SCHOLARS)

SCHOOL HOLIDAY (NO SCHOOL)

SCHOOL HOURS: M-F 8:15 am - 3:00 pm



**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



Schedule 7-7: Age/Grade range of pupils enrolled.

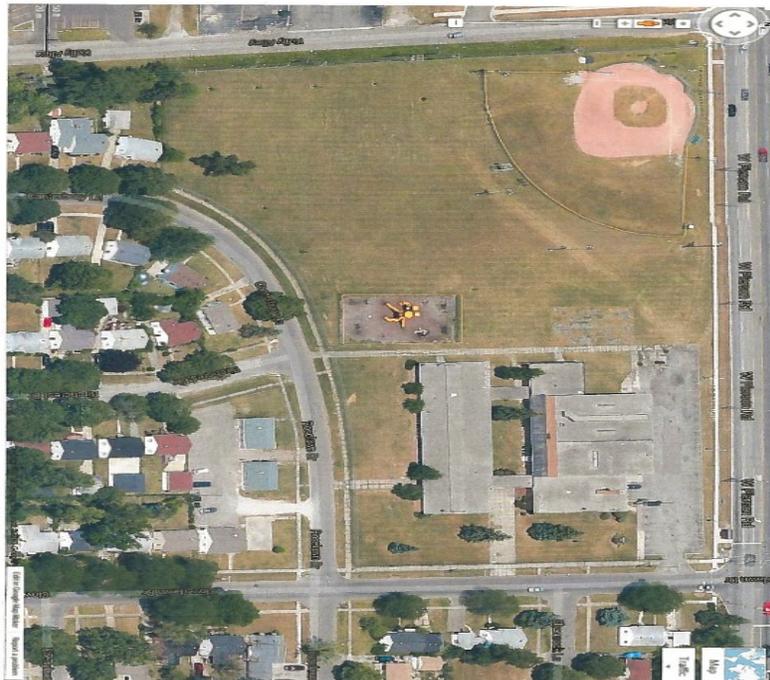
Eagle's Nest Academy enrolls scholars in grades K-6 to age-appropriate students.

**SCHEDULE 7-8**

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

**Eagle's Nest Academy**  
**5005 Cloverlawn Dr., Flint, MI - Facility Overview**

<b>Address:</b>	5005 Cloverlawn
<b>Year Constructed:</b>	1956
<b>Architect/Engineer:</b>	Eberle M. Smith & Associates; Detroit,
<b>Site Area:</b>	7.17 Acres
<b>Site Description:</b>	Lawn around building, few trees & bushes, enclosed courtyard @5,400 SF; ball-field with lights, playground with substantial play structure
<b>Parking:</b>	Paved lots for approximately 60 cars- lighted
<b>Building Area:</b>	33,295 SF
<b>Building Data:</b> <b>overall:</b> steel frame, steel joists, CMU walls, concrete slab floors, metal deck and hollow metal doors <b>exterior:</b> brick veneer, aluminum single pane windows, glass block, overhangs <b>roof:</b> 1987 replacement, 2-layer foam roof with silicone topping	7 classrooms @ +/- 785 SF each (31"-11"x24"-7") 1 multi-purpose (past library) @ +/- 2350 SF 1 auditorium w/225 fixed seats, stage & lighting 1 gymnasium 58'-4"x 90'-5"= 5,274 SF 1 community room (currently McCree office) @876 SF
<b>Zoning:</b>	Single Family Residential
<b>Hot Water Heating:</b>	Sellers Fire Tube, 30# pressure, gas fired boiler (1956) original 100 gallon Bradford-White Water Heater Electric Service: 250v, 1,200 Amp Honeywell Pneumatic Controls- original 1956 (2) Trane Airhandler Units serve Aud & Gym Fire alarm tied directly to C.F.F.D.
<b>Hazardous Materials:</b>	All Asbestos removed from boiler jacket, piping, etc. From visual inspection ceiling tile, floor tile and auditorium ceiling could all be asbestos based



**FOURTH AMENDMENT TO  
BUILDING LEASE AGREEMENT**

\_\_\_\_\_

**THIS FOURTH AMENDMENT** to Building Lease Agreement is entered into effective as of the 1<sup>ST</sup> day of June 2020, between **EAGLES NEST ACADEMY**, a Michigan public school academy ("Tenant") and **NORTH FLINT REINVESTMENT CORPORATION**, a Michigan nonprofit corporation ("Landlord").

**WHEREAS**, the Landlord and the Tenant entered into a Building Lease Agreement, to be effective as of the first day of June, 2015, for certain property, (the "Leased Premises"), commonly known as 5005 Cloverlawn, Flint, Michigan 48504 (the "Lease"); and

**WHEREAS**, the parties thereafter entered into three separate amendments to the Building Lease Agreement, all related to certain financings and refinancings of Academy debt incurred in the renovation of the Leased Premises; and

**WHEREAS**, the parties thereafter agreed that an option to extend the Building Lease Agreement for an additional term ending on May 31, 2025 would be exercised, but the documentation of the Building Lease Extension is incomplete; and

**WHEREAS**, the parties now desire to amend the Lease to clarify that it has been extended for the option term and remains in full force and effect through May 31, 2025.

**NOW, THEREFORE**, the parties acknowledge their agreement as follows:

1. Paragraph 3, **Term; Option to Extend**, is hereby amended to read as follows:

The term of the lease shall be extended for an additional five-year term, from June 1, 2020 through May 31, 2025. The terms and conditions of this option term shall be the same as the initial term of this lease, including the addition of an additional option to extend as provided in the First Amendment to Building Lease Agreement. Rent shall continue to be calculated as provided in the Third Amendment to Building Lease.

2. Paragraph 34, **Authorizer's Requirements** is hereby added to the Lease and shall read as follows:

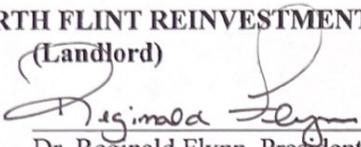
Notwithstanding any provision in this Lease to the contrary, the Tenant may terminate the lease, without cost or penalty to the Tenant, in the event that the Tenant is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and the Charter Contract Terms and Conditions. The Landlord shall have no recourse against the Tenant or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent

the Landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Tenant from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

3. That other than as specifically amended herein, the Lease (as amended) shall remain in full force and effect, enforceable according to its terms.

**NORTH FLINT REINVESTMENT CORP.**

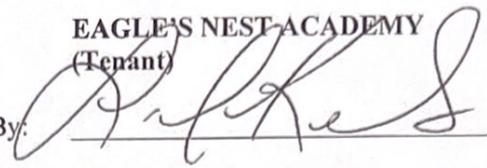
(Landlord)

By:   
Dr. Reginald Flynn, President/CEO  
North Flint ReInvestment Corporation

Date: 6/19/23

**EAGLE'S NEST ACADEMY**

(Tenant)

By:   
Eagle's Nest Academy Board of  
Directors

Date: 6-15-2023

## **THIRD AMENDMENT TO BUILDING LEASE AGREEMENT**

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**THIS THIRD AMENDMENT** to Building Lease Agreement is entered into effective as of the 26 day of September 2016, between **EAGLES NEST ACADEMY**, a Michigan public school academy (“Tenant”) and **NORTH FLINT REINVESTMENT CORPORATION**, a Michigan nonprofit corporation (“Landlord”).

**WHEREAS**, the Landlord and the Tenant previously entered into a Building Lease Agreement, to be effective as of the first day of June, 2015, for certain property, (the “Leased Premises”), commonly known as 5005 Cloverlawn, Flint, Michigan 48504 (the “Lease”); and

**WHEREAS**, the parties thereafter entered into a First Amendment to Building Lease Agreement (the “First Amendment”) to amend the Lease in certain respects in connection with that certain financing obtained by Tenant through IFF, an Illinois not-for-profit corporation, secured by a mortgage on the Leased Premises, the proceeds of which are to be used to renovate the Leased Premises (the “Prior Obligation”); and

**WHEREAS**, the parties thereafter entered into a Second Amendment to Building Lease Agreement (the “Second Amendment”) to amend the Lease to provide that payment by Tenant of principal and interest to IFF on the Prior Obligation, as it becomes due, shall be required by the Lease and shall constitute additional rent; and

**WHEREAS**, the parties now desire to amend the Lease in connection with a refinancing (the “Loan”) of the Prior Obligation to provide for payment of the principal and interest on the Loan to IFF Capital XVIII LLC, an Illinois limited liability company (the “Senior Lender”), and IFF (the “Junior Lender”).

**NOW, THEREFORE**, the parties agree as follows:

1. Paragraph 2, **Rent**, is hereby amended to read as follows:

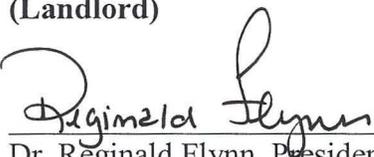
The basic annual and monthly rent during the term of this lease shall be equal to fifteen (15%) percent of the Academy’s per pupil state aid payments; provided that the rent payable in any school year shall be reduced to the extent necessary to ensure that the Year-end Profit/(Loss), calculated as shown on that certain document entitled Cash Flow and Expense Projections/Eagle’s Nest Academy, attached hereto as Exhibit A and incorporated herein by reference, after payment of the annual debt service required under

the loan and facility rent, is sufficient to maintain the net income to debt ratio of 1.2 to 1, calculated as set forth in Exhibit A.

Payment by Tenant of annual debt service required under the Loan to Senior Lender and Junior Lender, as and when it becomes due, is required by this Lease and shall be considered "additional rent." Failure of Tenant to make any principal and/or interest payment when due under the Loan shall be a default of this Lease and Landlord may thereupon exercise any remedies available under Paragraph 22 of this Lease.

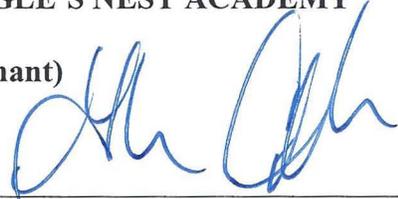
2. That other than as specifically amended herein, the Lease (as amended) shall remain in full force and effect, enforceable according to its terms.

**NORTH FLINT REINVESTMENT  
CORP.  
(Landlord)**

By:   
Dr. Reginald Flynn, President/CEO  
North Flint ReInvestment Corporation

Date: 9/23/16

**EAGLE'S NEST ACADEMY  
(Tenant)**

By:   
Mr. Glenn Cotton, Esq., President  
Eagle's Nest Academy Board of  
Directors

Date: 9/23/16

**Exhibit A**

Cash Flow and Expense Projections/Eagle's Nest Academy

*(see attached)*

**CASH FLOW & EXPENSE PROJECTIONS - EAGLE'S NEST ACADEMY**

	2017	2018	2019	2020
	2016-17 (150 Students)	2017-18 (170 Students)	2018-19 (200 Students)	2019-20 (250 Students)
<b>INCOME/REVENUE</b>				
Per Pupil State Aid (K-3, # of Students @ \$7,391)	1,079,706	1,276,870	1,427,090	1,577,310
Commercial Leases	9,583	10,000	10,000	10,000
Foss Avenue Economic Development Corp.	4,792	5,000	0	0
Annual School Fundraiser Campaign	9,583	5,000	5,000	5,000
NFRC Donations	4,792	5,000	0	0
Other Income	0	0	0	0
<b>TOTAL</b>	<b>1,108,456</b>	<b>1,301,870</b>	<b>1,442,090</b>	<b>1,592,310</b>
<b>ADDITIONAL INCOME/REVENUE</b>				
Latch Key	9,583	10,000	10,000	10,000
Title 1	191,667	200,000	200,000	200,000
Recreational Activities	6,708	8,000	8,000	8,000
Summer Camp	7,667	8,000	8,000	8,000
<b>TOTAL</b>	<b>215,625</b>	<b>226,000</b>	<b>226,000</b>	<b>226,000</b>
<b>TOTAL INCOME/REVENUE</b>	<b>1,324,081</b>	<b>1,527,870</b>	<b>1,668,090</b>	<b>1,818,310</b>
<b>OPERATING EXPENSES</b>				
Staff Salaries/Benefits	718,750	800,000	850,000	900,000
Management (Education Services Provider Fee) 10%	107,971	127,687	142,709	157,731
GVSU (Authorizer Fee) 3%	32,391	38,306	42,813	47,319
Board Development/Travel/Food	14,375	10,000	10,000	10,000
School Equipment/Technology	47,917	30,000	30,000	20,000
Supplies/Books	9,583	10,000	10,000	20,000
Marketing/Recruitment	23,958	30,000	50,000	60,000
Legal	9,583	10,000	10,000	10,000
Accounting	9,583	10,000	10,000	10,000
Building Utilities	57,500	60,000	75,000	75,000
Water/Sewer	9,583	8,000	10,000	10,000
Trash Removal	1,917	1,500	1,500	1,500
Sports/Recreation Programs	14,375	25,000	35,000	50,000
Maintenance/Custodial Supplies/Repairs	23,958	10,000	20,000	20,000
Grounds	4,792	5,000	7,000	7,000
Insurance	9,583	20,000	20,000	20,000
Security/Alarm System	19,167	20,000	30,000	30,000
Transportation	19,167	30,000	30,000	30,000
Lease Expense	107,971	191,531	214,064	236,597
<b>TOTAL OPERATING EXPENSES</b>	<b>1,242,124</b>	<b>1,437,024</b>	<b>1,598,086</b>	<b>1,715,147</b>
<b>Projected Fund Equity</b>	<b>81,957</b>	<b>90,846</b>	<b>70,004</b>	<b>103,163</b>
<b>INCOME/REVENUE</b>	<b>\$ 1,324,081.00</b>	<b>\$ 1,527,870.00</b>	<b>\$ 1,668,090.00</b>	<b>\$ 1,818,310.00</b>
<b>(AVAILABLE FOR DEBT SERVICE</b>	<b>81,957</b>	<b>90,846</b>	<b>70,004</b>	<b>103,163</b>
<b>DEBT SERVICE (\$1,000,000 @ 4.5%, 15 YR)</b>	<b>53,778</b>	<b>41,100</b>	<b>41,100</b>	<b>41,100</b>
<b>Debt Service Ratio</b>	<b>1.52</b>	<b>2.21</b>	<b>1.70</b>	<b>2.51</b>

**CASH FLOW & EXPENSE PROJECTIONS - EAGL**

	<b>2021</b>	<b>2022</b>	<b>2023</b>
	<b>2019-20 (250 Students)</b>	<b>2019-20 (250 Students)</b>	<b>2019-20 (250 Students)</b>
<b>INCOME/REVENUE</b>			
Per Pupil State Aid (K-3, # of Students @ \$7,391)	1,727,530	1,877,750	1,915,305
Commercial Leases	10,000	10,000	10,200
Foss Avenue Economic Development Corp.	0	0	0
Annual School Fundraiser Campaign	5,000	5,000	5,100
NFRC Donations	0	0	0
Other Income	0	0	0
<b>TOTAL</b>	<b>1,742,530</b>	<b>1,892,750</b>	<b>1,930,605</b>
<b>ADDITIONAL INCOME/REVENUE</b>			
Latch Key	10,000	10,000	10,200
Title 1	200,000	150,000	153,000
Recreational Activities	8,000	8,000	8,160
Summer Camp	8,000	8,000	8,160
<b>TOTAL</b>	<b>226,000</b>	<b>176,000</b>	<b>179,520</b>
<b>TOTAL INCOME/REVENUE</b>	<b>1,968,530</b>	<b>2,068,750</b>	<b>2,110,125</b>
<b>OPERATING EXPENSES</b>			
Staff Salaries/Benefits	1,000,000	1,100,000	1,122,000
Management (Education Services Provider Fee) 10%	172,753	187,775	191,531
GVSU (Authorizer Fee) 3%	51,826	56,333	57,459
Board Development/Travel/Food	10,000	10,000	10,200
School Equipment/Technology	20,000	20,000	20,000
Supplies/Books	20,000	20,000	20,000
Marketing/Recruitment	60,000	60,000	60,000
Legal	10,000	10,000	10,000
Accounting	10,000	10,000	10,000
Building Utilities	75,000	75,000	75,000
Water/Sewer	10,000	10,000	10,000
Trash Removal	1,500	1,500	1,500
Sports/Recreation Programs	50,000	50,000	50,000
Maintenance/Custodial Supplies/Repairs	20,000	20,000	20,000
Grounds	7,000	7,000	7,000
Insurance	20,000	20,000	20,000
Security/Alarm System	30,000	30,000	30,000
Transportation	30,000	30,000	30,000
Lease Expense	259,130	281,663	287,296
<b>TOTAL OPERATING EXPENSES</b>	<b>1,857,209</b>	<b>1,999,271</b>	<b>2,031,986</b>
<b>Projected Fund Equity</b>	<b>111,321</b>	<b>69,480</b>	<b>78,139</b>
<b>INCOME/REVENUE</b>	<b>\$ 1,968,530.00</b>	<b>\$ 2,068,750.00</b>	<b>\$ 2,110,125.00</b>
<b>(AVAILABLE FOR DEBT SERVICE</b>	<b>111,321</b>	<b>69,480</b>	<b>78,139</b>
<b>DEBT SERVICE (\$1,000,000 @ 4.5%, 15 YR)</b>	<b>41,100</b>	<b>41,100</b>	<b>41,100</b>
<b>Debt Service Ratio</b>	<b>2.71</b>	<b>1.69</b>	<b>1.90</b>

## SECOND AMENDMENT TO BUILDING LEASE AGREEMENT

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**THIS SECOND AMENDMENT** to Building Lease Agreement is entered into effective as of the 1st day of June, 2015. It is between **EAGLES NEST ACADEMY**, a Michigan public school academy (“Tenant”) and **NORTH FLINT REINVESTMENT CORPORATION**, a Michigan nonprofit corporation (“Landlord”).

**WHEREAS**, the Landlord and the Tenant previously entered into a Building Lease Agreement, to be effective as of the first day of June 2015, for certain property, (the “Leased Premises”), commonly known as 5005 Cloverlawn, Flint, Michigan 48504 (the “Lease”); and

**WHEREAS**, the parties thereafter entered into a First Amendment to Building Lease Agreement (the “First Amendment”) to amend the Lease in certain respects in connection with that certain financing obtained by Tenant through IFF, an Illinois not-for-profit corporation, secured by a mortgage on the Leased Premises, the proceeds of which are to be used to renovate the Leased Premises; and

**WHEREAS**, the parties now desire to amend the Lease so as to provide that payment by Tenant of principal and interest to IFF on the Loan, as it becomes due, shall be required by the Lease and shall constitute additional rent.

**NOW, THEREFORE**, the parties agree as follows:

1. Paragraph 2, **Rent**, is hereby amended to read as follows:

The basic annual and monthly rent during the term of this lease shall be equal to fifteen (15%) percent of the Academy’s per pupil state aid payments; Provided, that the rent payable in any school year shall be reduced to the extent necessary to ensure that the Year-end Profit/(Loss), calculated as shown on that certain document entitled Cash Flow and Expense Projections/Eagle’s Nest Academy, attached hereto as Exhibit A and incorporated herein by reference, after payment of the annual debt service required under the loan and facility rent, is sufficient to maintain the net income to debt ratio of 1.2 to 1, calculated as set forth in Exhibit A.

Payment by Tenant of annual debt service required under the Loan, as and when it becomes due, shall be deemed to be required by this Lease and shall be considered to be “additional rent”. Failure of

Tenant to make any principal and/or interest payment required under the Loan shall be a default of this Lease and Landlord may thereupon exercise any remedies available under in accordance with Paragraph 22 of this Lease.

2. That other than as specifically amended herein, the Lease shall remain in full force and effect, enforceable according to its terms.

**NORTH FLINT REINVESTMENT  
CORP.  
(Landlord)**

By: Reginald Flynn  
Dr. Reginald Flynn, President/CEO  
North Flint ReInvestment Corporation

Date: 3/19/15

**EAGLE'S NEST ACADEMY  
(Tenant)**

By: Glenn Cotton  
Mr. Glenn Cotton, Esq., President  
Eagle's Nest Academy Board of  
Directors

Date: 3-19-15

**FIRST AMENDMENT TO  
BUILDING LEASE AGREEMENT**

---

**THIS FIRST AMENDMENT** to Building Lease Agreement is entered into effective as of the 1st day of June, 2015. It is between **EAGLES NEST ACADEMY**, a Michigan public school academy (“Tenant”) and **NORTH FLINT REINVESTMENT CORPORATION**, a Michigan nonprofit corporation (“Landlord”).

**WHEREAS**, the Landlord and the Tenant previously entered into a Building Lease Agreement, to be effective as of the first day of June 2015, for certain property, (the “Leased Premises”), commonly known as 5005 Cloverlawn, Flint, Michigan 48504 (the “Lease”); and

**WHEREAS**, the Tenant is in the process of obtaining financing to pay for certain improvements to the Leased Premises and the parties desire to amend the Lease in certain respects in connection with that financing.

**NOW, THEREFORE**, the parties agree as follows:

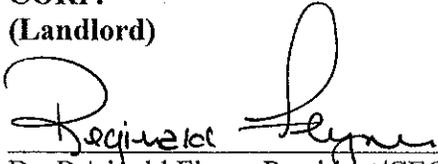
1. Paragraph 2, **Rent**, is hereby amended to read as follows:

The basic annual and monthly rent during the term of this lease shall be equal to fifteen (15%) percent of the Academy’s per pupil state aid payments; Provided, that the rent payable in any school year shall be reduced to the extent necessary to ensure that the Year-end Profit/(Loss), calculated as shown on that certain document entitled Cash Flow and Expense Projections/Eagle’s Nest Academy, attached hereto as Exhibit A and incorporated herein by reference, after payment of the annual debt service required under the loan and facility rent, is sufficient to maintain the net income to debt ratio of 1.2 to 1, calculated as set forth in Exhibit A.

2. Paragraph 3 of the Lease, **Term: Option to Extend**, is hereby amended so as to provide that in addition to the option to extend the lease for an additional five year term provided for in said Paragraph 3 of the Lease, that the Tenant shall have one more option to extend the Lease for an additional five year term, from June 1, 2025 through May 31, 2030, on the same terms and conditions applicable to exercise of the existing option.

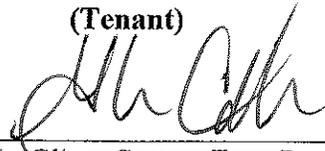
3. That other than as specifically amended herein, the Lease shall remain in full force and effect, enforceable according to its terms.

**NORTH FLINT REINVESTMENT  
CORP.**  
(Landlord)

By:   
Dr. Reginald Flynn, President/CEO  
North Flint ReInvestment Corporation

Date: 2/19/15

**EAGLE'S NEST ACADEMY**  
(Tenant)

By:   
Mr. Glenn Cotton, Esq., President  
Eagle's Nest Academy Board of  
Directors

Date: 2/19/15

CASH FLOW & EXPENSE PROJECTIONS - EAGLE'S NEST ACADEMY

	Year 1 2015-16 (130 Students) Per Pupil Allowance - \$7,125	Year 2 2016-17 (150 Students) Per Pupil Allowance - \$7,225	Year 3 2017-18 (170 Students) Per Pupil Allowance - \$7,325	Year 4 2018-19 (200 Students) Per Pupil Allowance - \$7,425	Year 5 2019-20 (250 Students) Per Pupil Allowance - \$7,525
<b>INCOME/REVENUE</b>					
Per Pupil State Aid (K-3, 4 & 5) @ \$7,350	952,000	1,026,000	1,100,000	1,174,000	1,248,000
Commercial Leases	10,000	10,000	10,000	10,000	10,000
Face Avenue Economic Development Corp.	5,000	5,000	5,000	5,000	5,000
Annual School Fundraiser Campaign	10,000	10,000	10,000	10,000	10,000
IFRC Donations	10,000	10,000	10,000	10,000	10,000
Other Income	0	0	0	0	0
<b>TOTAL</b>	<b>1,017,000</b>	<b>1,151,000</b>	<b>1,235,000</b>	<b>1,319,000</b>	<b>1,408,000</b>
<b>ADDITIONAL INCOME/REVENUE</b>					
Lunch Agy	8,000	8,000	8,000	8,000	8,000
Titie 1	100,000	100,000	100,000	100,000	100,000
Recreational Activities	5,000	5,000	5,000	5,000	5,000
Summer Camp	5,000	5,000	5,000	5,000	5,000
<b>TOTAL</b>	<b>119,000</b>	<b>118,000</b>	<b>118,000</b>	<b>118,000</b>	<b>118,000</b>
<b>TOTAL INCOME/REVENUE</b>	<b>1,136,000</b>	<b>1,269,000</b>	<b>1,353,000</b>	<b>1,437,000</b>	<b>1,526,000</b>
<b>OPERATING EXPENSES</b>					
Staff Salaries/Benefits	600,000	600,000	600,000	600,000	600,000
Management (Education Services Provider Fee) 10%	88,200	88,200	88,200	88,200	88,200
OSU (Subscriber Fee) 3%	29,684	27,781	25,878	23,975	22,072
Board Development/Travel/Fee	5,000	5,000	5,000	5,000	5,000
Special Education/Technology	75,000	75,000	75,000	75,000	75,000
Supplies/Books	20,000	20,000	20,000	20,000	20,000
Marketing/Recruitment	10,000	10,000	10,000	10,000	10,000
Legal	10,000	10,000	10,000	10,000	10,000
Building Utilities	10,000	10,000	10,000	10,000	10,000
Water/Sewer	30,000	30,000	30,000	30,000	30,000
Trash Removal	8,000	8,000	8,000	8,000	8,000
Spring/Recreation Programs	1,500	1,500	1,500	1,500	1,500
Maintenance/Custodial Supplies/Repairs	10,000	10,000	10,000	10,000	10,000
Grounds	5,000	5,000	5,000	5,000	5,000
Insurance	10,000	10,000	10,000	10,000	10,000
Security/Alarm System	20,000	20,000	20,000	20,000	20,000
Transportation	20,000	20,000	20,000	20,000	20,000
<b>TOTAL OPERATING EXPENSES</b>	<b>877,284</b>	<b>869,929</b>	<b>862,574</b>	<b>855,219</b>	<b>847,864</b>
Replacement Reserves	20,000	20,000	20,000	20,000	20,000
<b>TOTAL OPERATING EXPENSES and RESERVES</b>	<b>897,284</b>	<b>889,929</b>	<b>882,574</b>	<b>875,219</b>	<b>867,864</b>
<b>PROJECTED GROSS TOTALS (YEAR ONE)</b>					
INCOME/REVENUE	\$ 1,136,000.00	\$ 1,269,000.00	\$ 1,353,000.00	\$ 1,437,000.00	\$ 1,526,000.00
OPERATING EXPENSES	\$ 897,284.00	\$ 889,929.00	\$ 882,574.00	\$ 875,219.00	\$ 867,864.00
PROJECTED YEAR-END PROFIT/LOSS) WITHOUT FACILITY LEASE	\$ 238,716.00	\$ 379,071.00	\$ 470,426.00	\$ 561,781.00	\$ 658,136.00
(AVAILABLE FOR DEBT SERVICE/FACILITY LEASE)					
DEBT SERVICE (\$1,000,000 @ 5.375%, 15 YR)	97,271	97,271	97,271	97,271	97,271
AVAILABLE FOR FACILITY LEASE	\$ 141,445.00	\$ 281,800.00	\$ 373,155.00	\$ 464,510.00	\$ 555,865.00
DEBT SERVICE RATIO	2.46	1.89	1.50	1.11	0.89
RENT WHICH CAN BE PAID AND STILL MAINTAIN DEBT SERVICE REQUIREMENT	1.20	1.20	1.20	1.20	1.20
AMOUNT OF NET INCOME TO MEET 1.2:1 DEBT REQUIREMENT	118,725.20	118,725.20	118,725.20	118,725.20	118,725.20
NET INCOME WITHOUT FACILITY LEASE AND DEBT SERVICE REQUIREMENT	238,716.00	379,071.00	470,426.00	561,781.00	658,136.00
POSSIBLE RENT TO BE PAID AND STILL MEET DEBT SERVICE REQUIREMENT	\$ 122,410.80	\$ 73,725.20	\$ 25,378.88	\$ 18,793.88	\$ 13,694.80

EXHIBIT A

## NORTH FLINT REINVESTMENT CORPORATION & EAGLE'S NEST ACADEMY

### BUILDING LEASE AGREEMENT

This lease is entered into effective as of the 1<sup>st</sup> day of June, 2015 and is between Eagle's Nest Academy, a Michigan body corporate and public school academy ("Tenant") and North Flint Reinvestment Corporation, a Michigan non-profit corporation ("Landlord").

1. **Lease:** Landlord, in consideration for the rent to be paid and the undertakings to be performed by Tenant, leases to Tenant 33,000 square feet of the property commonly known as 5005 Cloverlawn, Flint, MI 48504. The specific area of the building to be subject to this lease shall be on a floor plan of the building.
2. **Rent:** The basic annual and monthly rent during the term of this lease shall be no more than 15% of the Academy's per pupil state aid payments.
3. **Term: Option to Extend:** The term of this lease shall be from June 1, 2015 through May 31, 2020. The Tenant shall have an option to extend the lease for one additional five-year term, from June 1, 2020 through May 31, 2025. Tenant may exercise this option within the final 120 days of the lease term, if the tenant is then not in default under the lease. The terms and conditions of the option term shall be the same as the initial term of the lease except that the rent shall be increased by the same percentage as the state school aid per pupil, under the Michigan State School Aid Act, increases from the 2015-2016 school year to the 2020-20201 school year.
4. **Hire:** Tenant hires the premises for the term of this lease and agrees to pay the basic monthly rent, in advance, on the first day of each month during the term, and to perform the undertakings set forth in this lease. Rental and all other charges shall promptly be paid without prior demand and without deductions or set-offs for any reason. Landlord shall have no obligation to accept less than the full amount of all installments of rental and all charges which are due and owing by Tenant and Landlord, and if Landlord shall accept less than the full amount owing, Landlord may apply the sums received toward any of Tenant's obligations in Landlord's discretion.
5. **Use:** Tenant may use and occupy the premises for any lawful purpose. Tenant, its employees and invitees, shall comply with laws, ordinances and regulations of all public authorities relating to the premises and the use and occupancy of the premises.
6. **Acceptance of Premises:** The premises are delivered by Landlord to Tenant in "as is" condition. Tenant has examined the premises prior to the execution of this lease and accepts the premises in the condition at the execution of this lease. Landlord shall have no obligation to make any repairs or to remodel the premises. Tenant acknowledges that no representations have been made by Landlord as to the condition of the premises.

7. **Utilities and Services:** Tenant shall furnish to the premises heat and air conditioning, electricity, water, and all other utilities.
8. **Repair and Maintenance:** Tenant shall be responsible for the repair and maintenance of the leased premises and of the building of which the premises is a part, including the heating and ventilating equipment. Landlord shall have no obligation to repair or maintain the premises. Tenant will, at its own expense during the term of this lease, keep the leased premises in good repair. Upon termination of this lease, whether by expiration of the term or otherwise, Tenant shall yield and deliver up the premises in like condition as when taken, reasonable wear and tear expected.
9. **Alterations:** Tenant shall not make any alterations to the premises without Landlord's prior written consent, and then only by contractors approved in writing in advance by, and working under the direct supervision of, Landlord. All alterations and additions made by either Landlord or Tenant shall be the property of the Landlord and shall remain upon the premises at the termination of this lease, except that Tenant may remove all movable office furniture and fixtures installed by Tenant, and Tenant shall remove such other alterations and additions installed by Tenant as Landlord may direct. Tenant shall, at Tenant's expense, repair any damage to the premises caused by the installation or removal of such furniture, fixtures, alterations or additions so removed. In the event Tenant performs any repairs or alterations at the premises, Tenant will keep the premises free of construction liens of any sort and will hold Landlord harmless from any liens which may be placed on the premises.
10. **Taxes:** Tenant shall pay all real estate taxes assessed with respect to the building and land of which the leased premises are a part, which become due during the term of this lease. For purpose of this paragraph, "real estate taxes" shall include any tax, including without limitation, any general real estate taxes, special assessments or excise tax on rents or other income from property, other than general income taxes, intangibles taxes or a Single Business Tax
11. **Insurance:**
  - a. Tenant shall indemnify Landlord from all liability for damages to person or property in, on or from the leased premises from any cause whatsoever. Tenant shall procure and keep in effect public liability and property damage insurance (including contractual liability) for the benefit of Landlord in such amounts and with such carriers as Landlord may reasonably require from time to time, and shall deliver such policies or certificates to Landlord.
  - b. Tenant shall procure and keep in effect all-risk hazard insurance, insuring the leased premises for the benefit of Landlord in such amounts and with such carriers and Landlord may reasonably require from time to time, and shall deliver such policies or certificates to Landlord.
  - c. Tenant shall be responsible for carrying its own insurance against fire, vandalism and other covered perils for all additions, improvements and alterations to the premises and for all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the premises.

12. **Net/Net/Net Lease:** This lease is in all respects a net/net/net lease, and Tenant shall be responsible for payment of all costs and expenses, of any kind or nature, associated with the leased premises.
13. **Assignment and Subletting:** Tenant may not assign this lease, or any interest in the lease, or sublet the premises, or any part of the premises, without the prior written consent of Landlord. In the event of any assignment or subletting, Tenant shall remain liable for all of its obligations under this lease.
14. **Mortgage:** This lease, and the interest of Tenant in the premises, is, at the election of Landlord or of the holder of any first mortgage now or hereafter placed upon the premises, either senior or subordinate to the lien of such mortgage. Tenant agrees to execute any documents requested by Landlord or such mortgagee to confirm any such subordination. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale over any mortgage relating to the land or building, of which the leased premises is a part, attend to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease. Notwithstanding such subordination, the Tenant's possession of the premises shall not be disturbed by a mortgagee or holder of a note secured by a mortgage now or later placed on the premises unless the Tenant defaults on a provision of the lease and the Tenant's possession is lawfully terminated in accordance with the provisions of the lease.
15. **Access:** Landlord shall have the right to enter upon the premises at any time for the making of inspections, repairs or alterations as Landlord may deem necessary, and for any purpose related to the safety, protection, operation or improvement of the building. Landlord shall have the right to exhibit the premises to others at all reasonable times commencing one hundred twenty (120) days prior to the expiration of the term of the lease.
16. **Fire:** The rent shall not abate in the event that the premises or any portion of the premises shall be damaged or destroyed by fire or other casualty, so as to render the same untenable. Landlord shall have no obligation to repair or restore the premises. If Landlord elects to commence repair and restoration, Landlord shall, with reasonable dispatch, repair and restore the premises to a tenable condition similar to the condition prior to such damage or destruction. Landlord shall have no other or future liability to Tenant by reason of any such damage or destruction or such repairs or restoration.
17. **Waiver of Subrogation:** Each party does remise, release and discharge the other party, and any officer, agent, employee, or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and continuing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.
18. **Eminent Domain:** If any portion of the building or land of which the premises are a part of the use and occupancy thereof shall be taken under the power of eminent domain, Landlord may, at

Landlord's option, at any time after the entry of the verdict or order for such taking, terminate this lease by not less than thirty (30) days notice in writing to Tenant. All damages and compensation awarded for any taking under the power eminent domain shall belong to and be the property of Landlord whether such damages or compensation be awarded for the leasehold or the fee or other interest of Landlord or Tenant in the premises, provided, however, that Landlord shall not be entitled to the award made for Tenant's loss of business or removal of Tenant's property. If all the building and land of which the premises are a part shall be taken under the power of eminent domain, then the term of this lease shall cease as of the day actual possession shall be taken by such power and the rent shall be paid up to that day with a pro rata refund by Landlord or any prepaid rent.

19. **Holding Over:** In the event Tenant holds over after the expiration of the term of this lease with the consent of Landlord, the tenancy shall thereafter be from month to month on the same terms and conditions as are set forth in this lease or as reasonably modified by Landlord by notice to Tenant.
20. **Delinquency:** If Tenant shall fail to pay or perform any obligation of Tenant hereunder, Landlord may, at Landlord's option, pay or perform the same, in which event the amount expended by Landlord therefore shall be additional rent due and payable by Tenant.
21. **Bankruptcy:** If the tenancy shall be taken in execution or by other process of law, or if Tenant shall be declared bankrupt or insolvent, or the receiver shall be appointed for Tenant or Tenant's property, or if any assignment shall be made of Tenant's property for the benefit of creditors, Landlord, may at its option, terminate this lease, and if Tenant as debtor, or its trustee, elects to assume or assign this lease, in addition to curing or adequately assuring the cure of all defaults existing under this lease on Tenant's part on the date of filing of the proceedings (such assurances being defined below). Adequate assurance of curing defaults means the posting with Landlord of a sum of cash sufficient to defray the cost of such cure. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor, or trustee, must assume this lease or assign it within ninety (90) days from the filing of the proceedings or he shall be deemed to have rejected and terminated this lease.
22. **Default:**
  - a. In the event Tenant shall fail to pay the rent or any other obligation involving the payment of money reserved herein when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, and in this lease, have the remedies set forth in subparagraph below.
  - b. If Tenant shall be in default in performing any of the terms of this lease other than the payment of rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within thirty (30) days after the receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then if Tenant shall fail within such thirty (30) day period to commence and thereafter proceed diligently to cure such default then and in

either such events, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any amounts so expended by Landlord shall be additional rent for all purposes hereunder, including subparagraph (a) above and shall be paid by Tenant with the next monthly installment of rent.

c. In the event of a default by Tenant under this lease, Landlord shall, in addition to its other legal remedies, have the immediate right of re-entry. Should Landlord elect to re-enter and take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this lease, or from time to time without terminating this lease, relet the premises or any part thereof on such terms and conditions as Landlord shall in its reasonable discretion deem advisable. The proceeds of such reletting shall be applied; first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the premises; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such reletting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to the Landlord. In addition to the other remedies provided for herein if Tenant is in default under this paragraph. Landlord may, but need not, send Tenant a notice of such default without exercising the right of immediate re-entry and without waiving its right to immediate re-entry or possession of the premises at any subsequent time at which time the Tenant shall remain in default under the terms of this paragraph, including a lapse of one or more days after any such notice is sent. Tenant shall have no right to cure a default after Landlord shall have taken possession of the premises and relet the premises or any part thereof as described herein.

d. All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

23. **Security Deposit:** The parties acknowledge that no security deposit has been paid, or is required, under this lease.

24. **Notices:** Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known post office address, or at the premises, and deposited in the mail, certified or registered mail, with postage prepaid, and if such notice to Landlord is in writing addressed to the last known post office address Landlord and deposited in the mail, certified, or registered mail, with postage paid.

25. **Modification:** No modification of this lease shall be binding upon the parties unless agreed to by both parties in writing.

26. **Waiver:** One or more waivers of the breach of any covenant or condition by the Landlord shall not be construed as a waiver of the future breach of the same covenant or condition.

27. **Place of Payment. Late Payments:** All payments of rent or other sums to be made to Landlord shall be made at such place as Landlord shall designate in writing from time-to-time. Payment by check shall not be deemed as payment under this lease unless such check is honored by the bank on which it is drawn when presented for payment. If any payment called for under this lease is not paid within ten (10) days of its due date, then Tenant shall pay as additional rent on such amounts, interest on the amount of the delinquent installment at the rate of ten (10%) percent per year from the due date of the payment until payment is made.
28. **Quiet Enjoyment:** Landlord covenants and agrees to and with Tenant that at all times when Tenant is not in substantial default under the terms of and during this lease, Tenants' quiet and peaceable enjoyment of the leased premises shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.
29. **Memorandum of Lease:** Tenant may record a Memorandum of lease. Tenant shall not record this lease without the written consent of Landlord.
30. **Damage:** Landlord shall have no liability for any loss or damage that may be occasioned by or through the acts or omissions of others. Tenant shall be responsible for any damage to the premises caused by the negligent or intentional acts of Tenant and Tenant's students, employees and invitees.
31. **Tenant's Oversight Responsibility:** Tenant's compliance with this lease, and the Tenants' oversight of the Landlord's compliance with this lease, shall be the responsibility of the Tenant's board of directors or its appointed agent, which, in the case of an appointed agent, shall be a person who is not a trustee or Landlord or otherwise employed by or affiliated with a trustee of Landlord.
32. **Miscellaneous:** This lease shall inure to the benefit of and shall be binding upon, the successors and assigns of Landlord and Tenant. In the event Landlord shall convey the leased premises to any other person, Landlord may assign this lease to the grantee. The rights and remedies provided herein shall be cumulative and shall not be exclusive of any other rights and remedies of any right or remedies provided by law.
33. **Option to Purchase:** At any time after the third anniversary of this lease, the Tenant shall have the right to purchase the premises at a price agreed to by the Landlord and Tenant.

North Flint Reinvestment Corp.

"Landlord"

By: Reginald Flynn  
Dr. Reginald Flynn, President/CEO  
North Flint Reinvestment Corporation

Date: 5/28/14

Eagle's Nest Academy

"Tenant"

By: Glenn Cotton  
Mr. Glenn Cotton, Esq., President  
Eagle's Nest Academy Board of Directors

Date: 5/21/14

# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes/Building Division  
P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317

Building Permit No. B043015  
Eagles Nest Academy  
5005 Cloverlawn Drive  
Flint, Michigan  
Genesee County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

*Charles E. Curtis*

Charles E. Curtis, Assistant Chief  
Building Division

January 28, 2016