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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**

**CORNERSTONE JEFFERSON-DOUGLASS ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**CORNERSTONE JEFFERSON-DOUGLASS ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2024**

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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 Cornerstone Jefferson-Douglass Academy (the “Academy”), to be effective July 1, 2024, 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 Twelfth 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: Cornerstone Jefferson-Douglass Academy  
Attn: Board President  
6861 E. Nevada Street  
Detroit, MI 48234

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, 2024, and shall remain in full force and effect for three (3) years until June 30, 2027, 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.

CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 23, 2024:

Reauthorization of 6a Charter Contract – Cornerstone Jefferson-Douglass  
Academy, Detroit (3 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 30, 2014, initially authorized the issuance of a contract to charter Cornerstone Jefferson-Douglass 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 three (3) year term beginning July 1, 2024, and ending June 30, 2027;

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 1<sup>st</sup> day of March 2024.

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 30, 2014:

Authorization of Cornerstone Jefferson-Douglass 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 Cornerstone Jefferson-Douglass Academy ("Academy"), located at 17320 Rosemont Avenue, Detroit, MI 48219, 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:

Yvette Bing	1 year term expiring June 30, 2015
Bill Brazier	2 year term expiring June 30, 2016
Roger DeMeyere	3 year term expiring June 30, 2017

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 1<sup>st</sup> day of May 2014.

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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

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

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***CORNERSTONE JEFFERSON-DOUGLASS ACADEMY***

***ID NUMBER: 71557Y***

***received by facsimile transmission on May 29, 2014 is hereby endorsed.***

***Filed on May 29, 2014 by the Administrator.***

***This 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 29th day of May, 2014.***

***Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau***

***Sent by Facsimile Transmission***

BCS/CD-502 (Rev.10/08)

<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES</b>		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name John C. Kava, Esq.		
Address 31700 Middlebelt Road, Suite 125		
City Farmington Hills	State MI	Zip Code 48334
		EFFECTIVE DATE:

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

**ARTICLES OF INCORPORATION**  
**For use by Domestic Nonprofit Corporations**  
(Please read information and instructions on the last page)

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

**ARTICLE I**

The name of the corporation is: Cornerstone Jefferson-Douglass Academy.

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

**ARTICLE II**

The purposes for which the corporation is organized are:

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

### ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")  
  
Real Property: none
- b. The description and value of its personal property assets are: (if none, insert "none")  
  
Personal Property: none
- c. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations
  - d. Fees and charges permitted to be charged by public school academies.
  - e. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.

### ARTICLE IV

1. The name of the resident agent at the registered office: John R. Nicholson.
2. The address of the registered office is:

The New Common School Foundation (NCSF)  
6861 E. Nevada, Detroit, Michigan 48234  
(Street Address) (City) (ZIP Code)



3. The mailing address of the registered office, if different than above:  
Same as Resident Office

#### ARTICLE V

The name and address of the incorporator is as follows:

John C. Kava  
Collins & Blaha, P.C.  
31700 Middlebelt Road, Suite 125  
Farmington Hills, MI 48334

#### ARTICLE VI

The corporation is a governmental entity.

#### ARTICLE VII

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

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

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

a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee

submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term. If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not

required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

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

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

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

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

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

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

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)

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

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

#### **ARTICLE IX**

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

#### **ARTICLE X**

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

#### **ARTICLE XI**

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

#### **ARTICLE XII**

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;

(v) An act or omission that is grossly negligent.

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

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

### ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

(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

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

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

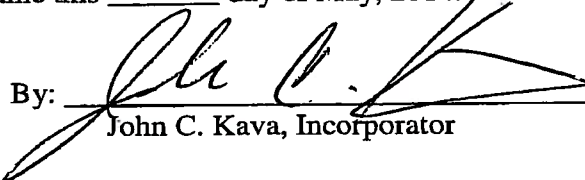
### ARTICLE XIV

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

**ARTICLE XV**

The 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.

I, the incorporator sign my name this 29<sup>th</sup> day of May, 2014.

By:   
John C. Kava, Incorporator

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**CONTRACT SCHEDULE 3**

**BY LAWS**

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**BYLAWS**  
**OF**  
**CORNERSTONE JEFFERSON-DOUGLASS ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Cornerstone Jefferson-Douglass Academy (The “Academy” or the “corporation”).

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

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

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

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

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

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



to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath/ Acceptance of Office/ Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

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

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

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

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

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

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

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

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

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

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

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

Section 3. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board actions by or on behalf of the Academy; c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions



which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

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

## ARTICLE V

### MEETINGS

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

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

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

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

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or

unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE VI

### COMMITTEES

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

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

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

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



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

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

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

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may be resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers



of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

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

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal 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.”

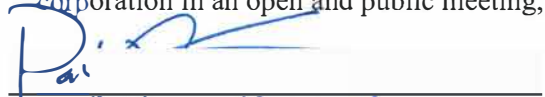
## **ARTICLE XII**

### **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 21<sup>st</sup> day of May, 2024

  
\_\_\_\_\_  
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 Cornerstone Jefferson-Douglass 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: February 14, 2024

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**



**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2024 – June 30, 2025**

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
July 1	Board Adopted 2024-2025 School Calendar/School Day Schedule.	CSO
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2024-2025.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2024-2025.	CSO
July 1	Budgeted Enrollment Number for 2024-2025.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2024-2025. Must be a board member.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2024-2025.	CSO
August 1	Board Designated Legal Counsel for 2024-2025.	CSO
August 1	School Safety Liaison for 2024-2025.	CSO
August 30	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
August 30	Hylant Insurance Policy Submission.	CSO
September 6	GVSU Check Directions (Where do we send checks for the 24-25 FY?)	CSO
September 6	Board approved Student Handbook 2024-2025.	CSO
September 6	Board adopted Employee Handbook 2024-2025.	CSO
September 6	Copy of School Improvement Plan covering 2024-2025 academic year.	CSO
September 6	School Contacts Update Certification.	CSO
September 13	Updated Waitlist Number for 2024-2025.	CSO
September 16	School Logo	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2024.	CSO
October 3	Unofficial Count Day Submission.	CSO
October 10	Criminal History Record Registration- New Schools. (CHRISS)	CSO
October 10	National Student Clearinghouse information-high schools only (see Epicenter task).	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2024. (See MDE Website, <a href="https://www.michigan.gov/mde">https://www.michigan.gov/mde</a> , for MDE due date.	CSO

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2024, 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, 2024, 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 2	Transparency Page Update Certification.	CSO
December 13	MDE Benchmark Assessment Grant Verification.	CSO
January 10	Staff Roster (GVSU Format).	CSO
January 10	School Contacts Update Certification.	CSO
January 10	Emergency Operations Plan.	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	Schedule 6 Certification. See task for more detail.	CSO
February 14	Annual Education Report. The deadline changes for this each year. Please be sure to check <a href="https://mischooldata.org">mischooldata.org</a> for the updated templates or find them in the Epicenter Task.	CSO
April 14	Ensuring Access to Federal Funds-Significant Expansion Notice	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 2025-2026.	CSO
May 15	Offered Seat Schedule per Grade.	CSO
May 15	Waitlist for 2025-2026.	CSO
June 2	Certificate of Boiler Inspection covering 2024-2025.	CSO
June 2	NWEA Counts for next academic year.	CSO
June 13	Copy of Notice of Public Hearing for Annual Operating Budget for 2025-2026.	CSO
June 26	2024-2025 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 26	Board adopted Letter of Engagement for year ending June 30, 2025, for an independent financial audit.	CSO
June 26	Food service license expiring in 2025.	CSO
June 26	Points of Pride for Annual Report.	CSO
June 26	School Description for Annual Report.	CSO
June 26	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
June 26	Alternative Education Data Collection, if applicable.	CSO
June 26	Total number of graduates (High Schools Only).	CSO

**Ongoing Reporting Requirements**  
**July 1, 2024 – June 30, 2025**

*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.*

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting. <i>Meeting schedule should be available on academy website.</i>	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings. <i>Minutes should be available on academy website.</i>	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2024-2025 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended.	No submission needed.
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education 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, 2024 – June 30, 2025**

*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="https://www.michigan.gov/asbestos">https://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> <i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>	<b>SUBMIT TO:</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 Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval or revision). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
<b>Corporal Punishment Policy</b> (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
<b>Anti-Bullying Policy (Matt's Safe School Law)</b> (date of approval or revision). Reference: MCL 380.1310b	CSO
<b>Cardiac Emergency Response Plan</b> (date of approval or revision). Reference: MCL 29.19	CSO
<b>Emergency Operations Plan</b> (date of approval or revision). Reference: MCL 380.1308	CSO
<b>Data Breach Response Plan</b> (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

**Calendar of Additional Reporting Requirements and Critical Dates**  
**July 1, 2024 – June 30, 2025**

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

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
July	2023-2024 31a Funds Report Due.	NexSys
July/August	Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May).	NexSys
1 <sup>st</sup> Wednesday of October	Student Count Day for State Aid FTE (90% of state funding).	No submission required.
September	SE-4094 Special Education Transportation Report from 2023-24 (Contact ISD for due date).	FID
September	SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).	FID
September	*Special Education Findings–Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required.	Catamaran
September	Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).	NexSys
September	Certification of Constitutionally Protected Prayer.	NexSys
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.



<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 1	Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.	FID
November	Deadline for MSDS FTE Count Certification.	CEPI
December 1	Registry of Educational Personnel (REP) Fall Submission.	REP
November/ December	<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 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
January	Special Education Excess Cost Report (Contact ISD for due date).	Catamaran
February 1	Deadline for Immunization Record Report–IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
2 <sup>nd</sup> Wednesday of February	Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).	MDE
March	Deadline for MSDS FTE Count Certification.	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran
March 1 – March 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings–May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review/completion of corrective actions as required.	Catamaran
June	Final year-end certification due (MSDS).	ISD, CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)
June 30	Registry of Educational Personnel (REP) Submission.	REP

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

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

**SCHEDULE 6**

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

## SCHEDULE 6

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

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

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

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

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

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

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

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

## EDUCATIONAL SERVICES AGREEMENT

THIS EDUCATIONAL SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of July 1, 2024 and between **THREE PILLARS ANEW d/b/a CORNERSTONE EDUCATION GROUP**, a Michigan non-profit corporation ("**CORNERSTONE**"), and **CORNERSTONE JEFFERSON-DOUGLASS ACADEMY**, a body corporate and Michigan public school academy (the "**ACADEMY**").

### RECITALS

**A.** The **ACADEMY** is organized and operated under Part 6A of the Michigan Revised School Code (the "**Code**") and pursuant to a charter contract (the "**Contract**") issued by the Board of Trustees of Grand Valley State University (the "**Authoring Body**") in response to an application (the "**Application**") submitted to the Authorizing Body on behalf of the **ACADEMY**. The Application, the Contract between the **ACADEMY** and Authorizing Body, and all amendments to those documents are collectively referred to in this Agreement as the "**Charter**". This Agreement shall be subject to and comply with the terms and conditions of the Charter, all of which are incorporated by reference into this Agreement.

**B.** The **ACADEMY** is organized and administered under the direction of a board of directors (the "**Board**") and has the power, authority, and duties established in the Code and the Charter, specifically including the authority to enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the **ACADEMY**. Upon issuance of the Charter to the Board by the Authorizing Body, the Board will be vested with all powers and authority necessary to operate a public school academy under the Code.

**C.** **CORNERSTONE** offers business, administrative, educational support, and human resource services relative to the operation, management, and maintenance of public school academies. **CORNERSTONE** has the expertise, training, capacity, and qualifications to perform the services contemplated under this Agreement pursuant to a licensing and contracted services agreement with Cornerstone Schools Association (the "**CSA Licensing Agreement**") and such other subcontracting arrangements as Cornerstone may deem appropriate from time to time.

**D.** The **ACADEMY** and **CORNERSTONE** desire to create an enduring educational alliance through which the **ACADEMY** and **CORNERSTONE** will work together to promote educational excellence and innovation, based on **CORNERSTONE'S** school design, comprehensive educational program and management principles.

**E.** In order to facilitate the operation of the **ACADEMY**, and to continue to implement an innovative educational program at the **ACADEMY**, the parties desire to establish this agreement, as defined in MCL 380.503c(2)(c), for the operation, management, and maintenance of the **ACADEMY**.

Therefore, in consideration of the mutual promises and benefits contained in this Agreement, the parties agree as follows:

## ARTICLE I

### DESCRIPTION OF SERVICES AND RELATIONSHIP OF PARTIES

1.1 Services. Subject to the terms and conditions of this Agreement, and to the extent permitted by law, the parties agree that CORNERSTONE shall provide all labor, materials, and supervision necessary for the provision of comprehensive educational, administrative, operational, management, and instructional services to the ACADEMY (the "Services"). The responsibilities of CORNERSTONE under this Agreement are set forth with greater specificity in Article III.

1.2 Licensing Agreement. CORNERSTONE will obtain a CSA Licensing Agreement authorizing CORNERSTONE to use the following in providing Services to the Academy under this Agreement:

- A. All non-religious educational and operational systems that CSA has developed to successfully educate urban youth, and for which CSA has obtained accreditation through the North Central Association Commission on Accreditation and School Improvement (NCA-CASI) and ISACS, as well as ISO 9001:2000 recertification.
- B. The ability to access and develop business, foundation, and personal relationships, including replication of the CSA Partner Program, to enhance the educational opportunities for pupils enrolled in the Academy.
- C. The opportunity to obtain recognition from CORNERSTONE as a school that emulates the non-religious educational and operational systems developed by CSA.

1.3 Status of Parties. CORNERSTONE is a not-for-profit Michigan corporation, and is not a division or a part of the ACADEMY. The ACADEMY is a body corporate and governmental entity authorized by the Code, and is not a division or part of CORNERSTONE. Except as expressly provided in this Agreement, no agent or employee of CORNERSTONE shall be deemed to be the agent or employee of the ACADEMY. Each party shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, if any. The relationship between CORNERSTONE and the ACADEMY is based solely on the terms of this Agreement, and the terms of any other written agreements between CORNERSTONE and the ACADEMY.

1.4 No Related Parties. CORNERSTONE will not have any role or relationship with the ACADEMY that, in effect, substantially limits the ACADEMY's ability to exercise its rights, including cancellation rights, under this Agreement. The ACADEMY's Board shall not include any director, officer or employee of CORNERSTONE. None of the voting power of the ACADEMY's Board will be vested in CORNERSTONE or its directors, members, managers, officers, and employees, and none of the voting power of the Board of Directors of CORNERSTONE will be vested in the ACADEMY or its directors, members, managers, officers and employees (if any). Furthermore, the ACADEMY and CORNERSTONE shall not be members of the same controlled group as defined in Section 1.150-1(1) of the Internal Revenue Code of 1986, as amended, or be related persons as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. CORNERSTONE shall disclose in writing to the ACADEMY any interest in property being sold or leased to the ACADEMY.

**1.5 Power to Obligate or Bind State of Michigan, University Board or the University.**

The Academy has no authority 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, 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, mortgage, loan or other instrument of indebtedness entered into by the Academy.

**1.6 Personnel Qualifications.** Personnel assigned by CORNERSTONE to perform services under this Agreement for the ACADEMY shall be fully certified, licensed, approved and otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, and other applicable statutes or regulations, pertinent to the work performed under this Agreement. CORNERSTONE will not furnish any personnel to the ACADEMY who would be ineligible for employment by the ACADEMY if such person(s) were instead employed directly by the ACADEMY under the above statutory and regulatory provisions.

**1.7 Background Checks.** CORNERSTONE agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to unprofessional conduct, criminal background, and criminal conduct checks. In accordance with state law and the Michigan State Police regulations, the ACADEMY and/or a designated representative of CORNERSTONE shall conduct the appropriate criminal background checks in the manner required by applicable law, regulation, and policy, including as it relates to the obtaining, storage, and dissemination of Criminal History Record Information ("CHRI") and the registering and use of the Criminal History Records Internet Subscription Service ("CHRISS"). CORNERSTONE and the ACADEMY shall use CHRI and CHRISS only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment.

**1.8 Compliance with Section 503c.** On an annual basis, CORNERSTONE 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.

**1.9 Independent Contractors.** In the performance of services under this Agreement, CORNERSTONE (its employees, agents, and contractors) shall be regarded at all times as performing services as independent contractors of the ACADEMY. Consistent with that status, CORNERSTONE reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement and the ACADEMY shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by CORNERSTONE in providing Services under this Agreement. Notwithstanding the foregoing, during the term of this Agreement, the ACADEMY may disclose Confidential Data and Information (as defined in Article VI of this Agreement) to CORNERSTONE (its employees, agents or contractors) to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232(g), 34 CFR Part 99; the Individuals with Disabilities Education Act (IDEA), 20 USC §1401 *et seq*, 34 CFR 300.610 - 300.626; Section



504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq*; the Americans with Disabilities Act, 42 USC §12101 *et seq*; the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d - 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

**1.10 Cornerstone Authorized Access to Information.** Notwithstanding the foregoing, during the term of this Agreement, the ACADEMY may disclose Confidential Data and Information (as defined in Article VI of this Agreement) to CORNERSTONE (its employees, agents or contractors) to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232(g), 34 CFR Part 99; the Individuals with Disabilities Education Act (IDEA), 20 USC §1401 *et seq*, 34 CFR 300.610 – 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq*; the Americans with Disabilities Act, 42 USC §12101 *et seq*; the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d – 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

**1.11 Privacy.** Except as permitted under the Code, CORNERSTONE shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an ACADEMY student's education records. If CORNERSTONE receives information that is part of an ACADEMY student's education records, CORNERSTONE shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

**1.12 CORNERSTONE'S Employment Responsibilities.**

**1.12.1 Discretion and Control.** CORNERSTONE shall be regarded, designated and considered to be the sole employer with respect to all individuals whom CORNERSTONE may select, employ and assign to provide Services under this Agreement. CORNERSTONE shall be exclusively and solely responsible for selecting, compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom CORNERSTONE employs in connection with providing Services under this Agreement. To the extent that CORNERSTONE may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, CORNERSTONE represents that it shall include in any subcontracted services agreement provisions comparable to those contained in this Article I to identify the employer of any person providing services under a contracted services agreement or, in the absence of an employer and in the case of an independent contractor, to expressly provide that the service provider is an independent contractor, and is not intended to be, and shall not be regarded as, an employee of the Academy.

**1.12.1.a. Constraints of Budget and Educational Program.** All decisions made by CORNERSTONE, and any discretion exercised by CORNERSTONE, in its selection, evaluation, assignment,



discipline, and transfer of personnel under this Agreement, shall be consistent with the Budget (Section 3.4), the parameters adopted and included in the Educational Program (Section 3.2), and applicable law.

**1.12.1.b. Administrator.** Because the accountability of CORNERSTONE to the ACADEMY is an essential foundation of this Agreement and because the ACADEMY administrator (the "**Administrator**") is critical to the ACADEMY's success, CORNERSTONE shall have the authority, consistent with Subsection 1.9.1 above, to select, supervise and discipline the Administrator, and to hold the Administrator accountable for the performance of the ACADEMY. However, CORNERSTONE shall consult with the Board with respect to the hiring and termination of the Administrator. This provision is not intended, and shall not be construed, to affect the right of CORNERSTONE, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

**1.12.1.c. Teachers.** At the ACADEMY's reasonable request, CORNERSTONE will remove a teacher assigned to provide services under this Agreement at the end of the school year if the teacher's performance is minimally effective or ineffective. This provision is not intended, and shall not be construed to affect the right, and will in no way affect the right, of CORNERSTONE, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

**1.12.2 Payment of Salaries and Benefits.** CORNERSTONE shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. To the extent that CORNERSTONE may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, CORNERSTONE represents that it shall include comparable language in any subcontractor agreement between itself and a subcontractor to provide for the payment of salaries, wages, benefits, payroll and other taxes, and expressly providing that the ACADEMY is not intended, and shall not be construed to be the employer of any subcontractor. The ACADEMY shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any CORNERSTONE employee, contractor or agent. CORNERSTONE employees, contractors, and agents are not entitled to receive any compensation, benefits or other amenities in any form from the ACADEMY, including, but not limited to, mileage, conference fees and other expenses. However, the compensation of all employees working at the ACADEMY shall be included in the Budget (Section 3.4). CORNERSTONE shall disclose to the Board, upon request, the level of compensation and fringe benefits provided by CORNERSTONE to CORNERSTONE'S employees providing instructional or support services for the ACADEMY.

**1.12.3 Payroll Taxes and Deductions.** CORNERSTONE acknowledges and agrees that it is the sole and exclusive responsibility of CORNERSTONE to make the requisite tax filings, deductions and payments to the appropriate federal, state

and local tax authorities for and on behalf of all persons employed by CORNERSTONE to provide Services under this Agreement. No part of CORNERSTONE'S invoiced fees (nor the invoiced fees of any subcontractors) shall be subject to withholding by the ACADEMY for payment of social security, unemployment or disability insurance or any other similar state or federal tax obligations. CORNERSTONE (its agents or subcontractors) shall be solely and exclusively responsible for any taxation consequences to it or its employees as a result of CORNERSTONE'S engagement under this Agreement. CORNERSTONE (or its agents or subcontractors) agrees to defend, indemnify and hold the ACADEMY harmless from any and all such claims.

**1.12.4 Training.** CORNERSTONE shall provide (and/or contract to provide) training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Code. Non instructional personnel shall receive training as CORNERSTONE determines reasonable and necessary under the circumstances.

**1.12.5 Non-Compete Contracts.** CORNERSTONE represents and warrants that it shall not require its administrative, supervisory, and instructional employees who provide services to the ACADEMY under this Agreement to sign, as a condition of employment or hire, a non-compete, no hire, or similar contract provision which would preclude such an employee from being employed by the ACADEMY or another educational service provider at, or for the benefit of, the ACADEMY, in the event that CORNERSTONE is no longer an educational services provider to the ACADEMY.

**1.13 Claims Relating to CORNERSTONE Employees/Subcontractors/Agents.** CORNERSTONE shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the services under this Agreement. However, nothing in this Section is intended, nor shall be construed, to prohibit CORNERSTONE from including provisions in any subcontracted services agreement that it may execute with a subcontractor assigning responsibility to the subcontractor to answer defend and/or resolve any and all claims arising from the assignment and performance of the subcontractor (or its employees or agents) to carry out services for the ACADEMY.

These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by employees or agents of CORNERSTONE in connection with this Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any resulting judgments shall be the sole and exclusive responsibility of CORNERSTONE.

**1.14 Compliance with ACADEMY Policies.** CORNERSTONE agrees that the individuals it assigns to the ACADEMY under this Agreement will abide by those policies of the ACADEMY which are applicable to performance of Services under this Agreement including, but not limited to, policies pertinent to:

- A. Corporal punishment/physical contact with students;
- B. Non-discrimination;
- C. Child abuse and neglect reporting;
- D. Sexual harassment;
- E. Confidentiality of student records and student record information;
- F. Bloodborne pathogens exposure control;
- G. Administration of medication to pupils;
- H. Communicable diseases;
- I. Alcohol/controlled substance possession and use;
- J. Copyright; and
- K. Emergency Procedures (Fire Drills, evacuations)

CORNERSTONE and the ACADEMY will cooperate in orientation of CORNERSTONE'S employees to the above policies.

**1.15 Professional Standards.** CORNERSTONE agrees that the individuals it assigns to the ACADEMY under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. CORNERSTONE represents that it has secured or will secure the necessary licenses, approvals, permits and regulatory authorizations to provide the services contemplated in this Agreement.

## ARTICLE II

### TERM OF AGREEMENT AND TERMINATION DURING TERM

**2.1 Term.** The first ACADEMY fiscal year of this Agreement shall be from July 1, 2024 to June 30, 2025 and each ACADEMY fiscal year thereafter shall commence on July 1 and end on June 30 of the following year. This Agreement shall commence on July 1, 2024 ("Effective Date") and, unless otherwise terminated pursuant to this Agreement, shall continue for a three (3) year term ending June 30, 2027.

**2.2 Pro Rata Payment.** In the event that this Agreement is terminated during its term as provided in this Agreement, the ACADEMY will pay CORNERSTONE for its services performed under this Agreement up to and including the Effective Date of termination. Any funds remitted by the ACADEMY to CORNERSTONE in excess of the pro-rata charges for services performed by CORNERSTONE up to and including the Effective Date of termination will be returned to the ACADEMY by CORNERSTONE. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Agreement.

**2.3 Surviving Provisions.** Sections 1.10, 1.11, 6.4, 7.1, 8.1, 8.2 and 8.7 of this Agreement survive the expiration or termination of this Agreement for any reason.

**2.4 Termination by CORNERSTONE.** CORNERSTONE may, at its option, terminate this Agreement prior to the end of the terms specified in Section 2.1 of this Agreement in the event the Board fails to remedy a material breach within 30 days after notice from CORNERSTONE. A material breach includes, but is not limited to: (1) CORNERSTONE'S failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement; or (2) the ACADEMY's loss or suspension of its Charter.

**2.5 Termination by ACADEMY.** The ACADEMY may terminate this Agreement prior to the end of the terms specified in Section 2.1 of the Agreement in the event that CORNERSTONE shall fail to remedy a material breach within 30 days after notice from the Board. A material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay ACADEMY operating costs in accordance with the terms of the Budget (provided funds are available to do so); (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter, this Agreement, or law; (3) failure to abide by and meet the Educational Goals as set forth in the Contract; (4) assignment of employees or subcontractors to perform Services under this Agreement in violation of law or the Agreement; or (S) if this Agreement or its implementation would serve as grounds for revocation of the ACADEMY's Charter or would otherwise jeopardize tax exemptions or nonprofit tax status of the ACADEMY.

**2.6 Revocation or Termination of Contract.** If the ACADEMY'S Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, or a new charter contract is not issued to the Academy after the 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.

**2.7 Effective Date of Termination.** In the event this Agreement is terminated by either party as specified in Section 2.1, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current fiscal year in which the notice of termination is issued.

**2.8 Removal of Personal Property.** Upon termination or expiration of this Agreement, CORNERSTONE shall have the right to remove equipment and other assets owned or leased by CORNERSTONE (or its agents). Equipment and other assets owned by the ACADEMY or leased by the ACADEMY from third parties outside the scope of this Agreement shall remain the property of the ACADEMY (or the respective third party).

**2.9 Advances/Out-of-Pocket Expenses.** Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason, all advances or out- of-pocket expenses paid by CORNERSTONE in accordance with the Budget shall be immediately repaid by the ACADEMY unless otherwise agreed in writing by CORNERSTONE.

**2.10 Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, CORNERSTONE may, for a fee reasonably acceptable to CORNERSTONE, provide the ACADEMY reasonable assistance for up to 90 days to assist in the

transition to another administrative or structural arrangement, although CORNERSTONE need not provide any assistance to another management company or service provider.

**2.11 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 Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the ACADEMY, and that CORNERSTONE shall have no recourse against the ACADEMY or the University Board for implementing such site closure or reconstitution.

### ARTICLE III

#### OBLIGATIONS OF CORNERSTONE

**3.1 Responsibility.** CORNERSTONE shall be responsible and accountable to the Board for the management, operation, administration and performance of the ACADEMY in accordance with the Charter and this Agreement. CORNERSTONE'S responsibility is expressly limited by: (i) the ACADEMY's budget which is to be submitted and approved by the Board as provided in this Agreement ("**Budget**"), and (ii) the availability of state funding to pay for the Services. Subject to Section 3.6 (Expenditures), neither CORNERSTONE nor the ACADEMY shall be allowed to expend ACADEMY funds on Services in excess of the amount set forth in the Budget.

**3.2 Educational Goals and Program.** Subject to the oversight of the Board, CORNERSTONE agrees to implement the educational goals and program as set forth in the ACADEMY's Charter (the "**Educational Program**"). In the event CORNERSTONE reasonably determines that it is necessary to make material modifications to the Educational Program, CORNERSTONE shall inform the Board of the proposed changes and obtain Board approval, and if required under the Charter, approval of the Authorizing Body. The parties acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. The ACADEMY and CORNERSTONE each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, CORNERSTONE will provide the Board with updated reports on progress towards implementing each of the ACADEMY's educational goals set forth in the Educational Program.

**3.3 Specific Functions.** Subject to the oversight and authority of the Board, CORNERSTONE shall be responsible for implementing the Educational Program and the management, operation, accounting and administration of the ACADEMY. Such functions include, but are not limited to:

- A. Implementation and administration of the Educational Program, including, without limitation, the acquisition of instructional materials and equipment and supplies necessary to implement the Educational Program, as well as administration of any and all extra-curricular and co-curricular activities and programs approved by the Board.
- B. Selection, hiring, management and supervision of all CORNERSTONE employees assigned to perform Services at the ACADEMY and management of all personnel



functions.

- C. All aspects of the ACADEMY's business administration.
- D. Operation and maintenance of the school building to the extent consistent with any and all leases pertaining to the Academy site.
- E. All aspects of the accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
- F. Transportation and food service to the extent such services are authorized by the Board and to the extent CORNERSTONE agrees to provide such services.
- G. Marketing and development costs in the Budget.

### 3.4 Budget

**3.4.1 Projected Budget.** CORNERSTONE shall provide the Board with an annual projected Budget. For the ACADEMY's first academic year, the Budget shall be submitted on a timeline acceptable to the Board and Authorizing Body. Thereafter, the Budget shall be submitted to the Board prior to June 1st for the next fiscal year.

**3.4.2 Budget Detail.** The Budget shall contain detail as required by the Charter and applicable law, including without limitation the Uniform Budgeting and Accounting Act. The Budget shall include all projected expenses and costs including, but not limited to, the projected cost of all Services to be provided by CORNERSTONE and/or subcontractors pursuant to the terms of this Agreement.

**3.4.3 Approval.** The Budget shall be prepared by CORNERSTONE and presented to the Board for approval. The Budget shall be amended from time to time as deemed necessary by the Board or CORNERSTONE or to comply with the Uniform Budgeting and Accounting Act.

**3.5 Revenues.** Except as otherwise provided, all monies received by the ACADEMY Board shall be deposited, within three (3) business days of receipt, in the Board's depository account with a financial institution acceptable to the Board, provided however, upon receipt of a notice from CORNERSTONE, the ACADEMY agrees to pay all such funds owing under this Agreement directly to the account or party specified in such notice. Interest income earned on ACADEMY depository accounts shall accrue to the ACADEMY. Except as specifically excluded by the terms of this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the ACADEMY (collectively referred to as "the Revenues"), including but not limited to:

- A. Foundational funding for public school pupils enrolled at the ACADEMY.
- B. Special education funding provided by federal and/or state government that is directly allocable to special education students enrolled at the ACADEMY.

- C. Talent Development funding (f/k/a/ gifted and talented funding) provided by federal and/or state governments that is directly allocable to gifted and talented students enrolled at the ACADEMY.
- D. At-risk funding provided by federal and/or state governments that is directly allocable to at-risk students enrolled at the ACADEMY.
- E. Funding provided by federal and/or state governments that is directly allocable to students enrolled at the ACADEMY with limited English proficiency.
- F. All other federal and/or state grant sources, including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6301, et seq. allocable to the ACADEMY.
- G. Charter School Block Grants and other grants as applicable) received by or on behalf of the School and granted as a matter of right and/or practice or through competitive and noncompetitive grant processes which are to assist in the improvement of the Facility, the implementation or maintenance of the Program, and/or School operations.
- H. All other funding, grants and donations received by the ACADEMY to support or carry out programs at the ACADEMY (except to the extent CORNERSTONE is not required or involved in soliciting, administering or managing the contribution and/or donation).

**3.6 Expenditures.** The Revenues shall be expended by CORNERSTONE in accordance with the Budget and as otherwise authorized by the Board (except in emergencies, or if such expenditure is within the parameters established by the Michigan Department of Education Guidelines, as amended from time to time, or where the deviation is less than the amount budgeted). The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, according to applicable, lawful directives of the donor. Revenues received from non- governmental grants, contributions and donations shall be expended consistent with the provisions of Article VIII.

**3.7 Accurate Financial Records.** CORNERSTONE shall keep accurate financial records pertaining to its operation of the ACADEMY, together with all ACADEMY financial records prepared by or in possession of CORNERSTONE (the "**Financial Records**"), and shall retain all of the Financial Records according to the Charter and applicable law to which such books, accounts, and records relate. CORNERSTONE and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

**3.8 Availability of Funds.** CORNERSTONE shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

**3.9 Other Public School Academies.** The ACADEMY acknowledges that CORNERSTONE has entered, or may enter, into similar educational and/or personnel services agreements with other public school academies. CORNERSTONE shall maintain separate accounts for expenses incurred by and on behalf of the ACADEMY and other public school academies, and

shall reflect in the ACADEMY's financial records only those expenses incurred by or on behalf of the ACADEMY. If CORNERSTONE incurs authorized expenses on behalf of the ACADEMY and other public school academies, then CORNERSTONE shall allocate, to the extent permitted by law, such expenses among all such affected academies, including the ACADEMY, on a prorated basis based upon the number of pupils enrolled at such affected academies, or such other equitable basis.

**3.10 Financial Reporting.** CORNERSTONE shall provide the Board with:

- A. The projected annual Budget as required by the terms of this Agreement.
- B. Statements of Revenues, Expenditures and Changes in Fund Balance detailing all revenues received, and all expenditures for services rendered or expenses incurred on behalf of the ACADEMY, whether incurred on-site or off-site, on a frequency determined by the Board.
- C. Reports on ACADEMY operations and student performance, which shall be provided to the Board quarterly, unless otherwise reasonably requested by the Board.
- D. Such other information as the Board may reasonably request to enable the Board to (i) evaluate the quality of the services provided by CORNERSTONE to the ACADEMY, and (ii) timely provide all reports and information that the ACADEMY is required to provide pursuant to the Charter and applicable law.

**3.11 Purchases.** Purchases made by CORNERSTONE for the ACADEMY with the ACADEMY's funds, such as non-proprietary instructional and/or curriculum materials, books, supplies, and equipment, will be the property of the ACADEMY (exclusive of items leased, financed or purchased by CORNERSTONE with CORNERSTONE'S management fee received under this Agreement). CORNERSTONE shall disclose in writing to the ACADEMY if CORNERSTONE acts as purchasing agent for any materials and supplies. CORNERSTONE represents and warrants that any markups on the price of such materials and supplies shall be mutually agreed upon with the ACADEMY.

**3.12 Procurement Policy.** In the event that CORNERSTONE makes purchases on behalf of the ACADEMY with the ACADEMY's funds, CORNERSTONE, acting on behalf of the ACADEMY, shall comply with Section 1274 of the Code, MCL 380.1274, as if the ACADEMY were making such purchases directly from a third party.

**3.13 Subcontracts.** CORNERSTONE reserves the right to subcontract any and all aspects of the Services it agrees to provide to the ACADEMY under this Agreement, including, but not limited to transportation and/or food service.

**3.14 Place of Performance.** CORNERSTONE reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter or applicable law.

**3.15 Student Recruitment.** CORNERSTONE and the Board shall be jointly responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Code and applicable law.



**3.16 Due Process and Student Discipline Hearings.** CORNERSTONE shall provide due process to students and student discipline hearings in conformity with the requirements of the ACADEMY's Charter and applicable law regarding discipline, special education, confidentiality and access to records. The Board shall retain the right to provide due process as required by law.

**3.17 Legal Requirements.** CORNERSTONE shall implement the Educational Program in accordance with the Charter and applicable law.

**3.18 Rules and Procedures.** CORNERSTONE shall recommend to the Board reasonable rules, regulations and procedures applicable to the ACADEMY and is authorized and directed by the Board to enforce such rules, regulations and procedures adopted by the Board.

**3.19 School Year and School Day.** The school year and the school day schedule shall be approved by the Board as required under the Charter.

**3.20 Pupil Performance Standards and Evaluation.** CORNERSTONE shall implement pupil performance evaluations that permit evaluation of the academic progress of each ACADEMY student. CORNERSTONE shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the ACADEMY. CORNERSTONE will utilize assessment strategies required by the terms of the Charter and applicable law. The Board and CORNERSTONE will cooperate in good faith to identify academic goals and methods to assess the pupils' academic performance.

**3.21 Services to Students with Disabilities and Special Education.** CORNERSTONE shall provide special education programs and services to eligible students with disabilities who attend the ACADEMY in conformity with the requirements of applicable law. CORNERSTONE may subcontract as necessary and appropriate for the provision of programs and services to students with disabilities. Such services shall be provided in a manner that complies with applicable law.

**3.22 Compliance with ACADEMY'S Contract.** The Educational Management Organization 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.

**3.23 Unusual Events.** CORNERSTONE agrees to timely notify the Board and Administrator of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; or (iii) problems of any other type that could reasonably be expected to adversely affect the ACADEMY in complying with the ACADEMY's responsibilities under the Charter, this Agreement or applicable law.

**3.24 ACADEMY Records.** The financial, educational and student records pertaining to the ACADEMY ("ACADEMY Records") are ACADEMY records and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to the Michigan Freedom of Information Act. All ACADEMY records shall be physically or electronically available, upon request, at the ACADEMY. Except as prohibited under the Charter and applicable law, the Authorizing Body and the public shall have access to the ACADEMY's records.

**3.25 Facility.** CORNERSTONE shall use reasonable efforts to identify a facility to be leased or otherwise provided to the Board on terms mutually agreeable to the Lessor and the Board. The facility shall comply with the requirements of the Charter and applicable law.

**3.26 Additional Services.** If the ACADEMY so requests, CORNERSTONE may provide additional services for the ACADEMY by specific agreement. The details and cost of such services shall be incorporated as addenda to this Agreement, as appropriate.

**3.27 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 380.1618, 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.

**3.28 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 IV**

### **OBLIGATIONS OF THE BOARD**

**4.1 Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of CORNERSTONE, including but not limited to, CORNERSTONE'S recommendations concerning policies, rules, regulations and budgets.

**4.2 Assistance to CORNERSTONE.** The Board shall cooperate with CORNERSTONE and, to the extent consistent with applicable law, shall timely furnish CORNERSTONE all documents and information necessary for CORNERSTONE to properly perform its responsibilities under this Agreement.

**4.3 Review of Operational Budget.** The Board shall be responsible for reviewing, revising and approving the annual Budget in accordance with the Charter and applicable law.

**4.4 Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the ACADEMY's financial matters in accordance with the ACADEMY's Charter and applicable law. Subject to applicable law, all records in the possession or control of CORNERSTONE that relate to the ACADEMY, including, but not limited to, Financial Records, shall be made available to the ACADEMY's independent auditor.

**4.5 Unusual Events.** The Board agrees to timely notify CORNERSTONE of any anticipated or known: (i) material health or safety issues, (ii) funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect CORNERSTONE in complying with its responsibilities under this Agreement.

**4.6** CORNERSTONE Office Space. Upon request by CORNERSTONE, the Board shall provide CORNERSTONE with suitable space at the ACADEMY, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for education-related activities. The space shall be provided at no cost to CORNERSTONE.

**4.7** Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and operation of the ACADEMY, including, without limitation, regulations relative to the conduct of students while in attendance at the ACADEMY or en route to and from the ACADEMY.

## **ARTICLE V**

### **FEEES, INVOICE AND PAYMENT**

**5.1** Compensation. The ACADEMY shall pay CORNERSTONE the management fee detailed in Section 5.2 and reimbursement of expenses detailed in Section 5.3 as reasonable compensation for the Services CORNERSTONE will provide to the Academy during the term of this Agreement. No portion of the compensation paid by the ACADEMY to CORNERSTONE under this Agreement is based on a share of the net profits of the ACADEMY. If the provisions of this Agreement regarding service fees and reimbursement are determined to result in private business use of the ACADEMY's facilities under Rev. Proc. 97-13, as amended by Rev. Proc. 2017-13 (and as may be further amended), the parties agree to renegotiate the management fee and reimbursement provisions of this Agreement as necessary to maintain the qualified use and tax-exempt nature of any ACADEMY bond funded property. However, CORNERSTONE may terminate this Agreement in accordance with Article II if the ACADEMY requests or demands a reduction in CORNERSTONE'S net service fees and reimbursement under this Section 5.1 without a corresponding reduction in services to the ACADEMY.

**5.2** Management Fee. Beginning in the 2020-2021 fiscal year, and continuing throughout the term of this Agreement, the ACADEMY will pay to CORNERSTONE an annual fee (the "Management Fee") in the amount of twelve (12%) percent of the per pupil revenue ("PPR") that the ACADEMY receives from all sources for the particular students enrolled in the ACADEMY. The PPR may change during the term of this Agreement according to overall changes in the state school aid payment, monies or services provided by other state agencies, and the extent of other revenue sources. The Management Fee shall be paid by the ACADEMY to CORNERSTONE in 12 monthly installments per year. In order to induce CORNERSTONE to seek additional revenue sources, and in recognition of CORNERSTONE'S obligation in the Agreement, the PPR shall include all of the other revenue sources identified in Section 3.5 and Article IX, and any and all other funds received by the ACADEMY of any kind or nature. In addition, the PPR includes the full gross amount of state school aid payments, and not the net amount after retention of a portion of such payments by the Authorizing Body. The PPR shall not include school lunch revenue or funds raised by students, or parents/guardians of students, in specific student fund-raising projects, or in class or student operated business enterprises.

If at any time CORNERSTONE determines that it is in the best interests of CORNERSTONE to obtain financing that is tax-exempt pursuant to the IRS Code, then the parties agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Rev.

Proc. 97-13 as amended by Rev. Proc. 2017-13 (and as may be further amended), including but not limited to the insertion of a minimum/maximum fee structure. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment.

**5.3 Reimbursement.** In addition to the Service Fee, the ACADEMY will reimburse CORNERSTONE in an amount not to exceed budgeted amounts approved by the ACADEMY's Board, equal to the sum of the following:

- A. The cost of salaries, fringe benefits and local, state and federal taxes attributable to personnel employed by CORNERSTONE as teachers, administrators, aides, assistants, support and custodial staff, and other required personnel, and assigned by CORNERSTONE to perform services under this Agreement; plus
- B. The cost of insurance premiums paid by CORNERSTONE when said insurance relates directly to the Services provided to the ACADEMY by CORNERSTONE under
- C. Any direct costs associated with the employment of staff assigned to provide Services at the ACADEMY including, without limitation, costs associated with the criminal history checks and criminal records checks;
- D. Teacher training and professional development, including course/conference fees, facility rental, and related travel expenses;
- E. Offices for the ACADEMY's administrative staff and work-related travel, phone, internet service, and other related non-labor reimbursable expenses;
- F. Related service expenses for special education students;
- G. School outings, events, partnership morning events, achievement incentive programs, face-to-face learning, coach training sessions, back to school events, competitions, and graduation ceremonies;
- H. Direct mail, printing, and related expenses for enrolled students;
- I. Supplemental curriculum and other academic services as agreed to by the ACADEMY Board in writing;
- J. Insurance for the ACADEMY, its board, including directors and officers liability insurance, general liability insurance, worker's compensation coverage, property insurance, and other ACADEMY insurance coverage as the ACADEMY deems appropriate;
- K. Accounting and reporting, payroll processing, audit, and/or tax preparation fees;
- L. Fees for required background investigations of ACADEMY employees; and,
- M. All other ACADEMY related expenses approved in the budget.

Reimbursement will be payable monthly on the first business day of each month. All documentation relating to the payment of fees and expenses will be provided to the ACADEMY's Board for ratification at the Board's next regularly scheduled meeting following such payments; provided, however, that in no event shall the payment be made on the first business day of each month exceed Board-approved budget limits. The ACADEMY acknowledges and agrees that under no circumstances will CORNERSTONE be required to provide personnel or services if the cost of same exceeds Board-approved budget limits.

**5.4 Other Financing.** The Board may apply to CORNERSTONE for financing from time to time. Financing extended by CORNERSTONE to the ACADEMY shall be separately documented. The ACADEMY shall repay from its Revenues financing extended by CORNERSTONE. Documentation of financing will be contained in a separate agreement.

**5.5 Start-Up Costs.** CORNERSTONE has provided pre-operational and start-up funds and services to the ACADEMY. As such, the ACADEMY shall reimburse CORNERSTONE for such costs, provided CORNERSTONE presents the ACADEMY with documented invoices.

## ARTICLE VI

### CONFIDENTIALITY AND DATA SECURITY

**6.1 Commitment to Preserve.** CORNERSTONE agrees that it shall observe the policies and directives of the ACADEMY to preserve the confidentiality of Covered Data and Information (defined in Subsection 6.2 below) to the extent that CORNERSTONE (its employees or agents) are permitted to access Covered Data and Information in the course of performing Services under this Agreement.

**6.2 Covered Data and Information (CDD)** includes paper and electronic student education and/or medical record information supplied by the ACADEMY and/or its students or parents/guardians to CORNERSTONE and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under IDPAA; "relevant records" as defined under Section 504; and social security numbers. CDI also includes any new records created and maintained by CORNERSTONE under this Agreement using CDI.

**6.3 Acknowledgment of Access to CDI.** CORNERSTONE acknowledges that this Agreement allows CORNERSTONE (its employees and agents) access to CDI, which the ACADEMY may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, CORNERSTONE (its employees and agents) shall provide the ACADEMY with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, CORNERSTONE (its employees and agents) shall at all times make CDI available to the ACADEMY within a reasonable time of receiving a request for same.

**6.4 Prohibition on Unauthorized Use or Disclosure of CDI.** CORNERSTONE (its employees and agents) agrees to hold CDI in strict confidence. CORNERSTONE (its employees and agents) shall not use or disclose CDI received from or on behalf of the ACADEMY except as permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the ACADEMY, a parent/guardian, or eligible student. CORNERSTONE agrees that it will protect the CDI it receives from or on behalf of the ACADEMY according to



commercially acceptable standards and no less rigorously than it protects its own confidential information. CORNERSTONE shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to CORNERSTONE under this Agreement.

**6.5 Return or Destruction of CDI.** Upon termination or other conclusion of this Agreement, CORNERSTONE (its employees and agents) shall return all CDI to the ACADEMY.

**6.6 Maintenance of the Security of Electronic Information.** CORNERSTONE (its employees and agents) shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the ACADEMY or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by CORNERSTONE.

**6.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information.** CORNERSTONE, within two business days of discovery, shall report to the ACADEMY any use or disclosure of CDI not authorized by this Agreement or in a writing by the ACADEMY. CORNERSTONE'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CORNERSTONE has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CORNERSTONE has taken or shall take to prevent future similar unauthorized use or disclosure. CORNERSTONE shall provide such other information, including a written report, as reasonably requested by the ACADEMY.

**6.8 Remedies.**

**6.8.1 Notice and Opportunity to Cure.** If the ACADEMY reasonably determines in good faith that CORNERSTONE has materially breached any of its obligations under the data security provisions of this Agreement, the ACADEMY, in its sole discretion, shall have the right to require CORNERSTONE to submit to a plan of monitoring and reporting; provide CORNERSTONE with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the ACADEMY shall provide written notice to CORNERSTONE describing the violation and the action it intends to take.

**6.8.2 Statutory/Regulatory Penalties.** In addition, the parties understand and agree that CORNERSTONE is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, wider applicable law including, without limitation, that CORNERSTONE may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

**6.9 Amendment for Compliance.** If the ACADEMY believes in good faith that any data security provision of this Agreement fails to comply with applicable laws or regulations, the ACADEMY shall notify CORNERSTONE in writing. Within thirty (30) business days of receipt of

such notice by CORNERSTONE, the parties shall address in good faith the expressed concerns(s) and shall amend the terms of this Agreement, if the ACADEMY deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the ACADEMY shall have the right to immediately terminate this Agreement upon written notice to CORNERSTONE.

## ARTICLE VII

### INTELLECTUALPROPERTY

7.1 Intellectual Property. The ACADEMY acknowledges and agrees that in the course of the performance of the Agreement, the ACADEMY may be exposed to certain confidential information or trade secrets of CORNERSTONE (or of one or more of CORNERSTONE'S licensors, subcontractors or agents), including but not limited to, know-how, technical information, systems, processes, computer software, training materials, training methods and practices, courseware and related information, all of which shall be considered to be confidential in nature (the Intellectual Property"). The ACADEMY agrees, subject to the limitations of MCL 380.1137 (the powers of parents and legal guardians to review curriculum, textbooks, and teaching materials); MCL 380.505(3) (the obligation of public school academies to report on and make available to the public teaching techniques and methods); MCL 15.231, *et seq* (the Freedom of Information Act); other applicable law, and the Charter, that any Intellectual Property communicated to, or received or observed by, the ACADEMY shall at all times remain the property of CORNERSTONE (or of the licensor, subcontractor or agent holding the proprietary rights) and all such Intellectual Property, together with all copies or excerpts of such Intellectual Property, shall be promptly returned to CORNERSTONE (or the applicable licensor, subcontractor or agent) upon request. The provisions of this Section 7.1 shall survive the termination or expiration of this Agreement. The provisions of this Section 7.1 shall not apply to curriculum or other materials developed and paid for by the ACADEMY, or developed by CORNERSTONE at the direction of the ACADEMY or its Board with ACADEMY funds, or to any information subject to disclosure under the law. The ACADEMY shall own all proprietary rights to curriculum or educational materials that (1) are both directly developed and paid for by the ACADEMY; or (2) were developed by CORNERSTONE at the direction of the ACADEMY's Board with ACADEMY funds dedicated for the specific purpose of developing such curriculum or materials.

7.2 CSA Licensing Agreement. The ACADEMY acknowledges and agrees that the rights and privileges that CORNERSTONE acquires under the CSA Licensing Agreement are vested solely in CORNERSTONE and are non-transferable and non-sublicensable. It is understood that CORNERSTONE will be authorized under the CSA Licensing Agreement to *use* the rights and privileges that it acquires under the CSA Licensing Agreement in its delivery of Services to the ACADEMY. However, the ACADEMY understands and agrees that the ACADEMY does not acquire any independent right under this ESP Agreement to use the Cornerstone name, marks, systems, processes, or other proprietary information subject to that CSA Licensing Agreement.

## ARTICLE VIII

### LIABILITY, INSURANCE and INDEMNITY

**8.1 Indemnity.** CORNERSTONE will indemnify, defend and hold harmless the ACADEMY (and its officer and Board) from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution (collectively "Damages") imposed upon or incurred by the ACADEMY to the extent that they arise out of any of the following and are within the limits of Cornerstone's insurance policy (Section 8.2), which coverage shall be determinative of the scope of defense and indemnity provided by CORNERSTONE to the ACADEMY:

- A. The failure of CORNERSTONE or any of its employees or others for whom CORNERSTONE is responsible to comply with its/their obligations under any applicable laws, regulations or orders;
- B. Breach by CORNERSTONE of any obligation under this Agreement;
- C. Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against the ACADEMY by CORNERSTONE'S employees or, in the event of death, by their personal representatives; or
- D. Any negligent or intentional tortious act or omission of CORNERSTONE or any of its employees, acting within the scope of their employment, that results in bodily injury (including death) or property damage.

The above promise of indemnity and defense shall not apply to the extent such liability results from the negligence, wrongful act or breach of this Agreement by the ACADEMY (or its officers, Board, or agents). To obtain indemnification, the ACADEMY must promptly notify CORNERSTONE in the event of a claim, and cooperate in resolving the claim.

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



obligations under the Contract issued to the ACADEMY by 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.

**8.3 General Liability Insurance.** CORNERSTONE shall procure and maintain such policies of insurance as required by law, the Charter and, if applicable, the Michigan Universities Self Insurance Corporation (MUSIC), and that, in any event, shall provide no less protection than comprehensive general liability and employment practices liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage, in a form acceptable to both parties, to protect CORNERSTONE and the ACADEMY against liability or claims of liability which may arise out of CORNERSTONE'S (including CORNERSTONE'S employees, subcontractors and agents) performance under this Agreement. In addition, CORNERSTONE agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by the ACADEMY shall be excess and non-contributory. Not later than ten (10) business days from the date both parties have executed this Agreement, CORNERSTONE shall provide the ACADEMY with certificates of insurance evidencing all required coverages and endorsements. CORNERSTONE agrees to name the ACADEMY (including its Board, officers, agents and employees), as an additional insured under said policy.

**8.4 Workers' Compensation Insurance.** CORNERSTONE agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees, and to require that its subcontractors similarly maintain such insurance, for any employees assigned by CORNERSTONE to perform Services for the ACADEMY under this Agreement, while those persons are engaged in performing Services under this Agreement. If a claim is filed under the provisions of the Michigan Workers' Compensation Disability Act against the ACADEMY by an employee of CORNERSTONE or of any of its subcontractors relating to performance of Services under this Agreement, CORNERSTONE agrees to defend and hold harmless the ACADEMY from such claims(s). CORNERSTONE agrees to provide the ACADEMY, upon request of the ACADEMY, with certifications evidencing the required coverage.

**8.5 Responsibility of Academy.** The ACADEMY shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of the ACADEMY's agents and employees (if any) in connection with the performance of the ACADEMY's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor shall be construed, as a waiver of the governmental immunity provided to the ACADEMY and its incorporators, board members, officers, employees, and volunteers under section 7 of 1964 PA 170, MCL 691.1407. If CORNERSTONE is made a party to any litigation involving claims arising out of the acts and/or omissions of the ACADEMY or its directors, agents, or employees, the ACADEMY will provide any reasonable assistance requested by CORNERSTONE in the defense against such claims.

**8.6 ACADEMY Insurance.** The ACADEMY agrees to procure and maintain in full force and effect comprehensive general liability insurance, on which CORNERSTONE is named as an additional insured, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage, to protect the ACADEMY and CORNERSTONE against liability or claims of liability which may arise out of an act or omission by the ACADEMY within the scope of coverage of the comprehensive general liability insurance

policy, which coverage shall be determinative of the scope of defense and indemnity herein provided by the ACADEMY to CORNERSTONE.

The purpose of this provision is to name CORNERSTONE as an additional insured in the event that CORNERSTONE is sued as a result of acts or omissions committed by the ACADEMY and not solely as a result of the acts or omissions of CORNERSTONE (or its employees and/or agents). Insurance coverage shall not apply to claims or liability which result from the sole negligence, wrongful act or breach of this Agreement by CORNERSTONE or its employees or agents. CORNERSTONE must promptly notify the ACADEMY consistent with the terms of any applicable policy, and cooperate in resolving the claim. Not later than ten (10) business days from the date both parties have executed this Agreement, the ACADEMY shall provide CORNERSTONE with certificates of insurance evidencing all required coverages and endorsements. The ACADEMY agrees to name CORNERSTONE (including its Board, officers, agents and employees), as an additional insured under said policy.

**8.7 No Special Damages.** Neither CORNERSTONE nor the ACADEMY will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this Agreement regardless of the basis of the claim.

## **ARTICLE IX**

### **SOLICITATION OF NON-GOVERNMENTAL FUNDS**

CORNERSTONE must seek the Board's approval prior to soliciting any non- governmental grants, donations or contributions on behalf of the ACADEMY; provided, however, that execution of this Agreement by the ACADEMY's Board President constitutes approval for CORNERSTONE to act under the CSA Licensing Agreement to replicate, and/or to work to generate revenue through, the CSA Partner Program. Any such funds so received shall be used solely in accordance with the purpose(s) for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any funds subject to this Article IX that remain unexpended following completion of the project or purpose for which they were originally designated.

## **ARTICLE X**

### **WARRANTIES AND REPRESENTATIONS**

**10.1 ACADEMY Warranties and Representations.** The Board warrants and represents that, on behalf of and in the name of the ACADEMY, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

**10.2 CORNERSTONE Warranties and Representations.** CORNERSTONE warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. CORNERSTONE will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist CORNERSTONE in applying for such licenses and permits and in obtaining such approvals and

consents.

**10.3 Mutual Warranties.** The Board, on behalf of the ACADEMY, and CORNERSTONE mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## ARTICLE XI

### MISCELLANEOUS

**11.1 Choice of Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan, without reference to any conflict of laws provisions.

**11.2 Alternative 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, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters, except that the parties reserve the right to pursue equitable and injunctive relief. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, with each party selecting one arbitrator and the two arbitrators selecting the third arbitrator.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and be conducted at a location mutually agreeable to the parties, with such variations as the parties and arbitrators unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The losing party shall pay the cost of arbitration, not including attorney fees. The arbitration panel shall have the discretion to award reasonable attorney fees to the prevailing party to be paid by the losing party.

**11.3 Severability.** In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect, and such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of all other provisions.

**11.4 No Modification or Waiver.** There shall be no amendment, modification or waiver of any provision of this Agreement unless made in writing by both parties. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance; provided, however, that as a matter of law, course of dealing may be relied upon to resolve any contract ambiguity by evidencing the intent and understanding of the parties. No failure on the part of either party to exercise any right under this Agreement, or any right provided by state law or equity or otherwise, shall impair, prejudice or constitute a waiver of any such right.

**11.5 No Third Party Rights.** Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

**11.6 Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together will constitute one single agreement between the parties.

**11.7 Section Headings.** The section headings are used in this Agreement for reference and convenience only and shall not enter into the interpretation of this Agreement.

**11.8 Time of Essence.** The parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.

**11.9 Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to CORNERSTONE powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

**11.10 Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.

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

**11.12 Force Majeure.** Any delay or failure of any party (the "affected party") in the performance of its required obligations under this Agreement shall be excused if and to the extent caused by war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section, provided that (i) written notice of such delay or suspension is given by the affected party to the other party within 72 hours of such event, which notice shall set forth in detail the nature of each delay; (ii) the affected party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of a notice of force majeure, the time for the affected party's performance shall be extended for a period of time reasonably necessary to overcome the effect of such delays and the other party's sole remedy shall be reimbursement for the additional cost of such delays.

**11.13 Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to CORNERSTONE powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

**11.14 Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.

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

## **ARTICLE XII**

### **NOTICES**

All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or

(iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, or upon the date of delivery if given by personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the ACADEMY shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. Notices to CORNERSTONE shall be sent to the current address of the then current CEO, with a copy to the then current CORNERSTONE attorney. The addresses of the parties for purpose of notice, inclusive of the address of the initial Board President and CORNERSTONE CEO and respective counsel, are as follows:

To: ACADEMY  
Cornerstone Jefferson-Douglass  
c/o Board President  
6861 E. Nevada Ave.  
Detroit, MI 48234

To: CORNERSTONE  
c/o Chief Executive Officer  
306 E. Fourth St.  
Royal Oak, MI 48067

To: ACADEMY  
Counsel John C. Kava  
Collins & Blaha, P.C.  
31440 Northwestern Hwy, Suite 170  
Farmington Hills, Michigan 48834  
Phone: 248-406-1140

**AUTHORIZATION**

Each Person placing his or her signature below represents and warrants that s/he is the signatory duly authorized to execute this Agreement on behalf of the respective party represented.

IN WITNESS WHEREOF, the ACADEMY and CORNERSTONE have caused this Agreement to be entered into as of the date first written above.

CORNERSTONE JEFFERSON-DOUGLASS

By:  \_\_\_\_\_

Its: Board President

THREE PILLARS ANEW

By:  \_\_\_\_\_

Its: Chief Executive Officer

**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: 05-21-2024

  
Board President/Vice President Signature

**Secretary's Certification:**

I certify that the foregoing resolution was duly adopted by the JDA Board of Directors at a properly noticed open meeting held on the 21 day of May, 2024, at which a quorum was present.

DocuSigned by:  
Marla Thrower  
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.

# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

<b>TITLE:</b>	Teacher
<b>FLSA STATUS:</b>	Exempt
<b>REPORTS TO:</b>	Building Principal
<b>SUPERVISES:</b>	Paraprofessionals – if applicable

**POSITION SUMMARY:** Serves as classroom teacher at assigned campus responsible for planning and successful delivery of academic instruction which shape and support the academic, personal and social development of assigned students (our customers). Works in a manner that reflects a standard of excellence in achieving goals.

### KEY RESPONSIBILITIES:

- Leverage data to drive decision making in and out of the classroom.
- Develop and implement course objectives and outlines which provide appropriate student learning experiences.
- Planning and executing individual and group activities that stimulate growth in the cognitive, affective and physical dimensions of each student.
- Engage students in learning.
- Utilizing a variety of instructional materials/resources and multiple strategies, including technology, to enhance student learning.
- Establishing and maintaining an orderly and supportive classroom environment that maximizes student learning.
- Continually communicating with students on instructional expectations and their progress in meeting those expectations.
- Assuring continuous communication with parents/guardians to keep them informed of the progress of their child.
- Maintaining positive student, parent, staff and other key stakeholder relationships.
- Preparing and maintaining accurate and complete student records.
- Assigning work to and supervising assigned Paraprofessionals.
- Consistently maintaining work habits, appearance, and behavior that serves as a positive model for students.
- Participating in professional development opportunities.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.
- Bachelor's degree in Education is required. Master's degree preferred.
- Certification, licensure and registrations as required by the Michigan Department of Education for teachers.
- Demonstrated knowledge of content, curriculum, methods, materials and resources of assigned instructional specialty.
- Analytical ability to plan individual and group activities that stimulate growth in the cognitive, affective and physical dimensions of each student.
- Interpersonal skills necessary to establish and maintain effective relationships with students, parents/guardians, and other staff.
- Ability to plan and overs the work of others.
- Complies with Michigan teacher continuing education requirements.



## **CORNERSTONE JEFFERSON-DOUGLASS ACADEMY**

- Experience as a teacher in a high-performing urban K-12 school preferred.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

*This job description is intended to describe the general nature and level of work being performed by an incumbent in this job and the qualifications needed. The job description should not be construed as an exhaustive list of all job duties that may be performed by a person so classified and should not be construed as an exhaustive list of all qualifications that may be required.*

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# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

**TITLE:** Paraprofessional  
**FLSA STATUS:** Non-Exempt  
**REPORTS TO:** Assigned Teacher  
**SUPERVISES:** N/A

**POSITION SUMMARY:** Paraprofessionals assist their assigned teacher(s) in the general supervision and management of students while delivery high quality academic instruction within a safe and healthy learning environment.

### KEY RESPONSIBILITIES:

- Leverage data to drive decision making in all areas.
- Tutoring and assisting students individually or in small groups to help students' master assignments and to reinforce learning concepts presented by the teacher.
- Assist the teacher in preparation of needed materials and supplies.
- Supervise lunchroom and recess activities.
- Assist in preparing and maintaining a safe, healthy and organized learning environment.
- Assuring the safety and well-being of assigned students.
- Maintaining open communication with students and parents.
- Preparing and maintaining accurate and complete student records.
- Consistently maintaining work habits, appearance and behavior that serve as a model for students.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.
- High school diploma or equivalent. Bachelor's degree preferred.
- Previous experience working with children preferred.
- A shared sense of urgency and excellence with an impatience for the status quo in public education.
- A demonstrated track record of being a resourceful and creative self-starter in tackling challenges, and of questioning conventional wisdom.
- Interpersonal skills to work productively with all team members of the organization including students, parents/guardians and other staff.
- Analytical ability to develop various teaching aides that will help students achieve desired learning outcomes.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills, including effective presentation skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

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# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

<b>TITLE:</b>	Dean of Students
<b>FLSA STATUS:</b>	Exempt
<b>REPORTS TO:</b>	Building Principal
<b>SUPERVISES:</b>	N/A

**POSITION SUMMARY:** The Dean of Students provides assistance to the Building Principal in overseeing the successful delivery of academic instruction to the students and efficient operation of the school by acting as the school's point of contact for all HR, IT, Facility, Compliance, Marketing and other operational components. These responsibilities are performed in accordance with the mission, vision, and values of the school.

### KEY RESPONSIBILITIES:

- Leverage data to drive decision making in all areas.
- Assists in the management and development of staff in the building.
- Provide guidance and support to staff in the delivery of academic instruction if there is no Dean of Academics in the building.
- Promote an environment to facilitate collaboration and learning for students and staff.
- Monitor student achievement and progress toward instructional goals.
- Assure compliance with federal and state regulations.
- Manage student behavior to assure consistency with school culture.
- Maintain positive parent and community relationships.
- Serve as the designee for the Principal in his/her absence.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.
- Bachelor's degree is required. Master's degree preferred.
- Three plus years of teaching and administrative experience, including supervisory responsibilities.
- Certification, licensure and registrations as required by the Michigan Department of Education for a school administrator.
- Complies with Michigan school administrator continuing education requirements.
- A shared sense of urgency and excellence with an impatience for the status quo in public education.
- A demonstrated track record of being a resourceful and creative self-starter in tackling challenges, and of questioning conventional wisdom.
- Knowledge of school operations and management.
- Interpersonal skills to work productively with all team members of the organization.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills, including effective presentation skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

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# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

**TITLE:** School Secretary  
**FLSA STATUS:** Exempt  
**REPORTS TO:** Building Principal  
**SUPERVISES:** N/A

**POSITION SUMMARY:** The Secretary is responsible for providing administrative support to one or more Principals of a school campus, ensuring efficient operation of the school office while providing excellent customer service to students, parents and staff.

### KEY RESPONSIBILITIES:

- Leverage data to drive decision making in all areas.
- Providing warm and professional demeanor as the first impression of the school.
- Accurately preparing communications, documents, records and other materials in a timely manner.
- Responding to internal and external customer requests in a timely and courteous manner.
- Maintaining accurate and complete records and files for students and the school.
- Ensuring efficient operation of the school office.
- Working cooperatively and maintain positive staff, student, parent and other key stakeholder relationships.
- Maintain an environment of professionalism and respect.
- Maintain confidentiality of documents and information received.
- Processing of enrollment applications by parents.
- Maintaining the accuracy of the information in the Student Information System.
- Addressing the needs of the students as they arise.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.
- High school diploma or equivalent. Some college coursework preferred.
- A shared sense of urgency and excellence with an impatience for the status quo in public education.
- A demonstrated track record of being a resourceful and creative self-starter in tackling challenges, and of questioning conventional wisdom.
- Interpersonal skills to work productively with all team members of the organization.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills, including effective presentation skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

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# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

<b>TITLE:</b>	Building Principal
<b>FLSA STATUS:</b>	Exempt
<b>REPORTS TO:</b>	Chief Academic Officer
<b>SUPERVISES:</b>	Teachers, Paraprofessionals, Office Staff

**POSITION SUMMARY:** The Building Principal is a forward-focused leader working with their team to provide a transformative educational program to the students in their building. He/She shall be responsible for all organization, administration, supervision, community relations, marketing, personnel, students and instruction in his/her building.

### KEY RESPONSIBILITIES:

- Leverage data to drive decision making in and out of the classroom.
- Participation in the development of the curriculum of the Academy and assist in the planning and adapting the course of study to the student's needs and interests.
- Will advise, supervise and evaluate the teaching staff and instructional program in the building.
- In collaboration with parents and teachers, for the placement of students in the building.
- Assignment of the teaching staff.
- Providing regular observational feedback to teaching staff including annual performance evaluations.
- Ensuring the health, welfare and safety of children, teachers and staff of the Academy and provide emergency care when necessary.
- Student attendance, conduct, discipline, and due process procedures are followed consistently.
- Assists in the interviewing and selection of new teaching candidates.
- Assists in the recommendation of books, reference books, apparatus, supplies and changes in the program of study.
- Compliance with state required fire drills, lockdowns, tornado drills and parent/teacher progress conferences.
- Maintaining open door communication with staff members through regular meetings and daily interaction.
- Development and implementation of a marketing plan for the Academy.
- Organizing the playground, extra-curricular activities, interscholastic athletics, lunchtime, and the noon hours in the best interest of the students.
- Review and recommendations regarding budget items for the Academy.
- Participation in Board Meetings to maintain communication with the Board of Directors as to accomplishments, activities, concerns within the Academy.
- Creating an atmosphere of community throughout the entire Academy, including staff, students and student's families.
- Maintain good public relations with the community and utilize community resources to enrich the instructional program.
- Consistently maintaining work habits, appearance, and behavior that serves as a positive model for students.
- Participating in professional development opportunities.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.

## CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

- Bachelor's degree in Education is required. Master's degree preferred.
- Certification, licensure and registrations as required by the Michigan Department of Education for administrators.
- Ability to coach and mentor staff.
- Demonstrated knowledge of content, curriculum, methods, materials and resources of assigned instructional specialty.
- Analytical ability to plan individual and group activities that stimulate growth in the cognitive, affective and physical dimensions of each student.
- Interpersonal skills necessary to establish and maintain effective relationships with students, parents/guardians, and other staff.
- Ability to plan and overs the work of others.
- Complies with Michigan administrator continuing education requirements.
- Experience as a principal in a high-performing urban K-12 school preferred.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

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# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

<b>TITLE:</b>	Chief Academic Officer
<b>FLSA STATUS:</b>	Exempt
<b>REPORTS TO:</b>	COO
<b>SUPERVISES:</b>	Building Principals

**POSITION SUMMARY:** The Chief Academic Officer (CAO) is responsible for supporting and driving educational performance. The CAO services as the chief instructional leader and carries and communicates the academic vision for the organization. The CAO oversees curriculum, instruction, assessment, and professional development. The CAO will be responsible for ensuring instructional consistency and quality across Aspire Management managed schools.

### KEY RESPONSIBILITIES:

- Provide scalable instructional program leadership to all school leaders with specific responsibility for planning, development, implementation, assessment and improvement across all current and future schools.
- Develop and lead principals and school teams in their roles as instructional leaders.
- Monitor, provide feedback to and evaluate school leaders including providing clarity of roles, functions, goals and accountability.
- Determine and implement academic priorities as determined by Aspire Management's academic vision goals as well as the schools' charter contract. Review assessment tools on a regular and on-going basis and analyze performance for effectiveness in improving student achievement.
- Lead decision making process around the design, delivery and assessment of technology-based instruction.
- Oversee the successful integration of technology into the educational program that supports teaching and learning, teaching tools that enhance instruction, and content that enhances learning.
- Ensure rigorous use of data to drive student outcomes.
- Ensure a common vision of positive school culture and learning environment that is joyful and rigorous.
- Assist the Aspire Management leadership team in the development of a strategic plan and capability of the existing instructional model that will ensure excellence and high standards as Aspire Management expands to serve more students.
- Support leadership at schools to ensure high quality implementation of the schools' educational design, including standards, assessments, instructional guidelines, and the school culture.
- Assist school leaders in monitoring and evaluating effectiveness of programs as well as identifying and acquiring appropriate program resources to ensure that curricula are student-focused and aligned with the school's missions, core values, academic standards and strategic goals.
- Assure that curricula are aligned to national and state standards and help create curricula that allows for efficient and effective pacing, sequencing and lesson planning.
- Regularly observe and evaluate student work through classroom walkthroughs and observations.
- Recruit and train highly qualified incoming school leaders. Develop plans to help capitalize on individual leader strengths as well as plans to help them improve and address areas of potential growth with real time feedback.
- Facilitate collaboration among school leaders and school sites.
- Collaborate with school leaders on hiring of staff when appropriate.
- Support school leaders on creating coherency in culture and routines within the school culture.

## CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

- Work with the school leaders to field parent and community concerns, questions and outreach, helping with action plans when necessary.
- Participate in conferences, community outreach and legislative community to help establish KIPP as a community partner and stay current with relevant developments.
- Works collaboratively with human resources on leave, classification, recruitment, retirement, resignation, promotion, and separation procedures and guidelines for all Aspire Management teaching credentialed team members.
- Works with finance and leadership team members on yearly financial budget developments.
- Work collaboratively with all team members while keeping students and their academic achievement as the primary goal.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.
- Bachelor's degree from an accredited four-year institution in education, educational leadership, public administration or a related field. Master's degree preferred.
- Experience as a principal of a high-performing urban K-12 school.
- Federal, state, and local laws, codes, ordinances and regulations as they pertain to charter schools.
- Experience leading high-performing teams and managing staff, while providing constructive feedback and coaching to team members.
- Strong leadership abilities including an encouraging, motivating presence to help with conflict management, team building, mentoring and coaching, goal-setting, prioritization and strategic planning.
- Deep experience in the design, integration, implementation and management of a school including knowledge of curriculum, instructional practices, school operations and management, and leadership development.
- Demonstrated success leading school improvement initiatives that close student achievement gaps between racial, ethnic, and economic groups.
- Demonstrated success leading strategic educational initiatives that result in measureable improved student achievement.
- Experience effectively managing limited resources to support strategic organizational goal attainment.
- Experience with the integration of blended learning programs into a school's curriculum preferred.
- Experience writing curriculum for Career Pathway models preferred.
- Proven ability to collaborate and building relationships with internal and external stakeholders.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

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# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

**TITLE:** Chief Operating Officer  
**FLSA STATUS:** Exempt  
**REPORTS TO:** Chief Executive Officer  
**SUPERVISES:** Chief Academic Officer, Facilities, IT, Marketing, Compliance, Grants, Human Resources

**POSITION SUMMARY:** The Chief Operating Officer is responsible for developing, implementing and monitoring the operational aspects of the organization. This includes regularly identifying operational areas of improvement in order for the organization to perform at an optimum level while meeting or exceeding established strategic objective and assuring exceptional operational support to the educational leaders and faculty at the school(s). The responsibilities also require adherence to best practices in operational, financial, human resource management and compliance with all applicable laws and regulations.

### KEY RESPONSIBILITIES:

- Leverage data to drive decision making in all areas.
- Provide strategic leadership to create a vision for the district, develop the strategic plan to achieve the vision and drive the execution of the organization's vision.
- Assuring implementation of continuous improvement projects.
- Assist in the development and implementation of resource allocation plans (personnel, budget, priorities, and facilities).
- Monitor and make adjustments as necessary to ensure the efficiency and effectiveness of Circuit Learning operations.
- Provides leadership and direction for the organization's accounting and finance needs.
- Works strategically with the Director of Finance and Accounting to develop the organization's annual budget, monitor spending and produce timely reports.
- Maintains a detailed awareness of the financial affairs of the organization and monitors the effectiveness of accounting and finance operations.
- Makes recommendations to the Executive Leadership Team regarding financial decisions, operational procedures and best practices.
- Maximizes resources in a manner that supports the organization's values.
- Works closely with Development resources to ensure that the appropriate funding opportunities are pursued and secured and strong donor relations are maintained through timely reporting and pro-active sharing of information.
- Provides guidance and support in all human resource functions consistent with the strategic vision of the school.
- Ensures that all school team members have job descriptions and performance evaluation instruments.
- Ensures that performance evaluations and other personnel actions are timely.
- Recommend to the CEO salary levels of all team members.
- Advises the CEO on matters related to employee benefits.
- Works to ensure that the school(s) have a fair and competitive compensation structure.
- Ensures compliance with all federal and local laws with respect to filing and submission of IRS documents and corporate documents.

## CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

- Serves as the liaison between the Building Principal and the Facilities Manager during major renovation projects.
- Monitors the capital improvement plan and budget and modify if necessary.
- Ensures the cleanliness of the facilities and surrounding areas.
- Ensures compliance with all regulatory agencies.
- Ensures the school(s) front office staff has been trained in the areas of customer service and administrative support.
- Ensures that effective front office systems are in place to achieve organizational goals and meet deadlines.
- Overseeing the work of operations personnel and/or external service providers.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.
- Bachelor's degree is required. Master's degree preferred.
- Ten (10) or more years of related experience including senior-level management responsibilities and strategic planning and execution.
- A shared sense of urgency and excellence with an impatience for the status quo in public education.
- A demonstrated track record of being a resourceful and creative self-starter in tackling challenges, and of questioning conventional wisdom.
- Knowledge of school operations and management.
- Interpersonal skills to work productively with all team members of the organization.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills, including effective presentation skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

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# CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

## JOB DESCRIPTION

<b>TITLE:</b>	Chief Executive Officer
<b>FLSA STATUS:</b>	Exempt
<b>REPORTS TO:</b>	Ownership
<b>SUPERVISES:</b>	Chief Academic Officer, Chief Operating Office, Chief Marketing Officer

**POSITION SUMMARY:** The Chief Executive Operating Officer provides leadership, direction and oversight in the implementation of educational programs and daily operational management in accordance with the organization's vision, mission, goals, priorities and values.

### KEY RESPONSIBILITIES:

- Leverage data to drive decision making in all areas.
- Provide strategic leadership in partnership with the Leadership Team to create the vision for the organization, develop the strategic plan to achieve the vision, and drive the execution of the vision.
- Set the tone of the organization around culture, respect and excellence.
- Establishing and maintaining an accountability structure that is focused on efficiency, effectiveness, and continuous improvement via strong transparency and reporting systems.
- Oversee the development and implementation of a sound financial plan for the organization and the schools and programs it supports.
- Act as a spokesman for the organization.
- Assuring organizational compliance with related regulatory requirements, Circuit Learning goals and objectives, and administrative guidelines.
- Managing relationships with the U.S. Department of Education, State of Michigan, City of Detroit and others in matters related to funding, reporting and regulations associated with charter schools.
- Monitor and make adjustments as necessary to ensure the efficiency and effectiveness of Circuit Learning operations.
- Maintains a detailed awareness of the financial affairs of the organization and monitors the effectiveness of accounting and finance operations.
- Makes recommendations to the Executive Leadership Team regarding financial decisions, operational procedures and best practices.
- Maximizes resources in a manner that supports the organization's values.
- Works closely with Development resources to ensure that the appropriate funding opportunities are pursued and secured and strong donor relations are maintained through timely reporting and pro-active sharing of information.

### DESIRED SKILLS & QUALIFICATIONS:

- The belief that all children of every background can reach high levels of student achievement.
- Bachelor's degree is required. Master's degree preferred.
- Ten (10) or more years of related experience including senior-level management responsibilities and strategic planning and execution.
- A shared sense of urgency and excellence with an impatience for the status quo in public education.
- A demonstrated track record of being a resourceful and creative self-starter in tackling challenges, and of questioning conventional wisdom.

## CORNERSTONE JEFFERSON-DOUGLASS ACADEMY

- Knowledge of school operations and management.
- Interpersonal skills to work productively with all team members of the organization.
- Ability to be flexible, resilient, and adaptable to changing priorities.
- Proven written and verbal communication skills, including effective presentation skills.
- Strong strategic planning and organization skills.
- Proficient in Microsoft Office applications.

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**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: 05.21.2024

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the JDA Board of Directors at a properly noticed open meeting held on the 21 day of May, 2024, at which a quorum was present.

Designated by:  
Marla Thurner  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## APPLICATION AND ENROLLMENT OF STUDENTS

Admission to the Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy’s charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

It is the policy of the Board that its educational service provider develops and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the Academy. The school will comply with all applicable federal and state laws related to admissions and enrollment.

### Enrollment Limits

At Jefferson-Douglass Academy, the enrollment goal for 2024-2025 school year shall be 635 and the first budget will be based on the enrollment goal. A second budget will be based on seeing no growth in enrollment. The breakdown looks like:

Grade	Sec #	Goal
K	3	75
1	3	70
2	3	70
3	3	70
4	3	70
5	3	70
6	3	70
7	3	70
8	3	70
<b>Total</b>	<b>27</b>	<b>635</b>



The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

### **Requirements**

Section 504 of the Code provides that public school academies shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a Michigan school district and may give enrollment priority as provided below.

- Academy enrollment shall be open to all individuals who reside in Michigan.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan school district.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grade is not offered.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- The children of school employees will be given enrollment preference as long as they submit an application and all required materials by the deadline for new student applications and have been hired prior to the date of the enrollment lottery.

### **Application Process**

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting

list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.

**Legal Notice or Advertisement**

- The Academy shall provide legal notice or advertisement of the application and enrollment process on the Cornerstone Schools website.
- At a minimum, the legal notice or advertisement must include:
  1. The process and/or location(s) for requesting and submitting applications.
  2. The beginning date (01/22/2024) and the ending date (06/12/2024) of the application period.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

2024-2025  
JDA Master Schedule

School Day- 8:00-3:15

8:00-8:10	Homeroom/Breakfast
8:15-9:10	1st Period
9:15-10:25	2nd Period
10:30-11:40	3rd Period
11:45-12:55	4th Period
1:00-1:30	Lunch
1:35-2:55	5th Period
3:00-3:15	Dismissal

Specials run on the period blocks.

Lunch Schedule

10:30-11:00	Second Grade (2A, 2B, 2C)
10:30-11:00	First Grade (1A,1B,1C)
11:05-11:35	Kindergarten (KA, KB, KC)
11:05-11:35	Third Grade (3A,3B,3C)
11:50-12:20	Fifth Grade (5A, 5B,5C) Fourth Grade (4A, 4B, 4C)
12:25-12:55	5th Grade
1:00-1:30	Sixth,Seventh Grade/Eighth Grade ( 7A,7B, 7C, 8A, 8B)



# CORNERSTONE SCHOOLS

Common Calendar*: 2024-2025		
Month	Date	Description
August	8/19/24	Tentative - New Staff Starts
	8/21/24	Tentative - All Staff Returns
	TBD	Parent Orientation
	8/30/24	Staff Holiday, Offices Closed
September	9/3/24	First day for students
	9/27/24	No School: PD Day for Staff
October	10/2/24	Fall Count Day
	10/24/24	No School: PD Day for Staff
	10/25/24	No School: Parent-Teacher Conferences (K-12)
November	11/5/24	No School: Staff PD Day
	11/13/24	Early Release - Staff PD
	11/27/24-11/29/24	No School: Thanksgiving Break
December	12/11/24	Early Release - Staff PD
	12/23/24-1/3/25	No School: Winter Break
January	1/15/25	Early Release - Staff PD
	1/20/25	No School: MLK Day
	1/29/25	Early Release - Staff PD
February	2/12/25	Supplemental Count Day
	2/13/25	No School: Staff PD Day
	2/14/25	No School: Parent Teacher Conferences (K-12)
	2/17/25	No School: President's Day
	2/26/25	Early Release - Staff PD
March	3/14/25	No School: Staff PD Day
	3/24/25-3/28/25	No School: Spring Break
April	4/9/25	Early Release - Staff PD
	4/18/25	No School: Good Friday
	4/23/25	Early Release - Staff PD
May	5/7/25	Early Release - Staff PD
	5/21/25	Early Release - Staff PD
	5/26/25	No School: Memorial Day
June	6/13/25	Last Day of School for Students
	6/16/25	Staff Last Day

\*For days that attendance does not meet the 75% requirement (not including weather or facility-related days), students will continue on 6/16 and every day after that as needed.

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

**CORNERSTONE JEFFERSON-DOUGLASS ACADEMY**

**Schedule 7-7**

**Age or Grand Range of Pupils**

The Academy may enroll age-appropriate students in Kindergarten through Eighth Grade.

**SCHEDULE 7-8**

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



## **CORNERSTONE JEFFERSON-DOUGLASS ACADEMY**

### **FACILITY DESCRIPTION**

**Address:** 6861 E. Nevada Street, Detroit, MI 48234

**Facility Description:** The academy building is approximately a 133,780 square foot facility located on the East side of Detroit. It is a two-story building including a lower level (basement level) with a total of 34 classrooms. The following offices/classrooms are located on the lower level: facilities, art classroom, Seventh and Eight grade classrooms. The following offices/classrooms are located on the first floor: gym, staff/copy room, clinic, main office, enrollment offices, CEG staff offices, Kindergarten classrooms, First grade classrooms, Second grade classrooms, Third grade classrooms, Fourth grade classrooms, and Fifth grade classrooms, kitchen and dining room, conference room, computer lab, CEG staff offices, Science classroom, music classroom, chapel, library, and a copy room. The following offices/classrooms are located on the second floor: Social Worker office, Reading Intervention classrooms, resource room, CEG staff offices, computer lab, Sixth grade classrooms, and Seventh grade classrooms.

## LEASE

### **A portion of 6861 E. Nevada, Detroit, Michigan 48234**

THIS LEASE ("Lease") is made and entered into as of July 1, 2024, effective July 1, 2024 (the "Effective Date"), by and between **Cornerstone Schools Association**, a Michigan non-profit corporation ("Landlord"), and **Cornerstone Jefferson-Douglass Academy**, a public-school academy organized and operating under Part 6A of the Michigan Revised School Code ("Tenant").

## RECITALS

A. Landlord and Tenant have agreed to a lease agreement for the premises located at 6861 E. Nevada, Detroit, Michigan 48234.

B. The parties desire to reduce their agreement to writing, on the terms herein provided.

NOW, THEREFORE, in consideration of the foregoing recitals, in consideration of the mutual covenants herein, in consideration of the rents to be paid to Landlord by Tenant and the covenants and agreements to be performed by Tenant, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

### 1. Demised Premises.

(a) Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the entire premises described in the attached **Exhibit A**, together with all of the buildings, fixtures and equipment and all other improvements located thereon, except however, the Partner House at 7401 Emily, 6 adjacent parking spaces and an easement of ingress and egress to the Partner House and parking spaces (collectively referred to herein as the "premises" or the "Property"). The building on the Property is known as the Building.

### 2. Term and Rent.

(a) The term of this Lease shall be for three (3) years, commencing on the Effective Date, July 1, 2024, and expiring on June 30, 2027.

(b) From the Effective Date until June 30, 2027, the parties agree that Tenant shall pay to Landlord, as "**Annual Rent**" for the Property, equal monthly payments due on the first day of each and every month, in advance, without demand, offset or deduction, a monthly rental payment in an amount equal to 1/12th of fifteen percent (15%) of the State per pupil foundation grant based on the Tenant's state aid membership, as

reported monthly on the Tenant's State Aid Financial Status Report of Michigan for the applicable school year for each year of the term. By way of illustration, the Tenant's May 20, 2024 State Aid Financial State Report showed a Fiscal Year 2024 per pupil foundation grant amount of \$9,608 and State Aid Membership at 516.36 pupils, the Base Rent amount owed by the Tenant for the July 1, 2024 lease payment is \$62,014.84, which is 15% of \$9,608 multiplied by 516.36 pupils divided by 12. Tenant shall provide, or cause to be provided to Landlord, copies of the forms submitted to the State of Michigan regarding the student count within three (3) days after such information is submitted to the State of Michigan. Tenant will apprise Landlord regarding actual student enrollment twice yearly; the fall count in October and the winter count in February. Based on the results of these student counts; the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date; provided, however, in no event shall the initial year of this amended and restated Lease monthly rental payment be less than an amount of the actual student enrollment at 1/12th of the 15% of the state grant amount for the initial year. The enrollment of students will be set on the "Count Date" as recognized by the State of Michigan for purposes of financial aid.

3. **Triple Net Lease.** The parties further agree that, in addition to the **Annual Rent** paid under Paragraph 2(a) above, this Lease is a "triple net" lease. Accordingly, Tenant agrees to provide for and pay the following:

(a) Tenant shall be required to provide all services and do all acts in connection with the Property.

(b) Tenant shall pay of all expenses of any nature whatsoever during the term of this Lease which are connected with the Property, and shall maintain the Property in all respects, including, but not be limited to, the following: payment of all fire, hazard and liability insurance; maintenance and repair of all the interior and exterior of all improvements upon the Property, including the foundation, roof and exterior walls; maintenance of all grounds; repair of all utility systems of the Property including the electrical, sprinkler, plumbing, and H.V.A.C. systems; maintenance of all driveways, walkways and parking areas; providing lawn care and maintenance; and removing debris, snow and ice from the Property to the extent required for the general safety and welfare of persons on the premises.

(c) During the term of this Lease, Tenant shall also pay for one hundred percent (100%) of costs and expenses resulting from damage caused by Tenant or its students that is the result of grossly negligent or intentional acts. Tenant shall maintain its own liability insurance, naming Landlord and Landlord's lender as additional insureds.

4. **Maintenance, Repairs, Snow Removal and Landscaping.** During the entire term of this Lease and consistent with the section 3 above, Tenant agrees to maintain the Property in good order, condition and repair at all times (including any replacements thereof, if necessary, in the event such item or component of the Property cannot be repaired), including, but not limited to, the interior and exterior, structural and nonstructural components, and boiler. Tenant shall keep the Property and Parking Lot in a clean,

sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. In addition, Tenant shall be responsible for the maintenance of the lawn and landscaping of the Property and Parking Lot and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Property and Parking Lot. Tenant hereby acknowledges and agrees that it is the intent of the parties that Landlord shall have no obligation whatsoever to repair or maintain or replace the Property or Parking Lot. The cost and expense to maintain the Property and Parking Lot shall be borne solely by Tenant.

5. **Utilities.** Tenant shall pay all utilities charged against the premises during the term of this Lease, including, without limiting the generality of the foregoing, for gas, water, electricity and heating service.

6. **Performance.** Tenant leases the premises for the term provided herein, and covenants to pay, or cause to be paid to Landlord at the dates and times above mentioned, the rent above reserved. All rent hereunder shall be paid to Landlord without any claim on the part of Tenant for diminution or abatement. The obligations of Tenant to Landlord shall be, in all respects, and for all purposes, unconditional; and, Tenant shall not be entitled to assert any right of defense or set-off to Tenant's obligations herein, until such time as such right has been reduced to a final judgment in favor of Tenant and chargeable against Landlord, by a court of competent jurisdiction.

7. **Late Charges.** If any rent due hereunder is not paid on the due date, then interest shall accrue at a rate of one and one-half percent (1.5%) per month as of the due date, in addition to any other fees or charges that Landlord accrues in collecting this late rent.

8. **Compliance With Laws.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Property and the cleanliness, safety, occupation, and use of same, including, without limitation, the Americans with Disabilities Act of 1990 42 U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all reasonable regulations and requirements of insurance underwriters concerning the use and condition of the Property tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Property. Tenant shall not do or permit anything to be done in or about the Property that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Property to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Property.

9. **Permitted Use of Property.** During the continuance of this Lease, the premises shall be used and occupied for the operation of a school and related operations, and for any other activity conducted by Tenant at the premises prior to the date hereof. Tenant shall use the premises for no other purpose or purposes without the prior written reasonable consent of Landlord. On any breach of this Paragraph, Landlord may at its option terminate this Lease forthwith and re-enter and repossess the premises or exercise any other right or remedy provided herein.

10. **Licenses.** If the nature of the Tenant's business requires licensure, Tenant shall keep in effect a valid license to operate the Property for that purpose and provide Landlord with a current copy of the required license.

11. **Security.** Tenant agrees to provide any and all security for its use of the Property during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Property and hereby releases Landlord from any and all claims Tenant may have against Landlord arising from, or related to, security of the Property during the term of this Lease. In addition, to the extent permitted by law, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord harmless for any claim, expense or loss arising from, or relating to, security of the Property.

12. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Property for the term aforesaid.

13. **Nuisance.** Tenant shall not perform any acts or carry on any practice which may injure any buildings or structures on the premises or be a nuisance or menace to neighbors or others. Tenant shall keep the premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, then Landlord may enter upon the premises and have rubbish, dirt, and ashes removed and the premises cleaned, in which event Tenant shall pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning the premises. Said charges shall be paid to Landlord by Tenant as soon as a bill is presented, and Landlord shall have the same remedy as provided in Paragraph 24 of this Lease in the event of Tenant's failure to pay.

14. **Adjoining Property.** Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water or gas.

15. **Insurance.** The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Landlord

as additional named insureds. Tenant shall deliver a Certificate of Insurance to the Landlord. Such policy shall (a) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (b) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (c) state that Landlord is entitled to recovery for the negligence of Tenant even though Landlord is named as an additional insured; (d) provide for severability of interest; (e) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (f) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (g) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Landlord.

The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon written notice to Tenant of Tenant's failure to deliver a Certificate of Insurance and failure to obtain same within fifteen (15) days of receipt of notice, the Landlord may, at its option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

Tenant shall be responsible for securing any insurance it deems advisable on contents and Tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

Tenant shall maintain casualty insurance on the Property in the above amounts.

16. **Hazard Insurance.** Tenant shall maintain all insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in the standard extended coverage endorsement and, at Tenant's option, special extended coverage endorsements insuring the Premises and the personal property in an amount that provides for full replacement of the buildings and its contents. Tenant shall maintain such insurance under insurance policies in form and substance acceptable to Landlord; and the insurer shall name Landlord, and if applicable, Landlord's mortgagee, as additional insured and as loss payee under such policies of insurance. Such insurance policies or certificates thereof shall, if Landlord so requests, be deposited with Landlord and Landlord's mortgagee. Tenant shall deliver to Landlord a certified copy of each policy and evidence of payment of all premiums therefor. Furthermore, each such insurance policy obtained by Tenant shall contain a provision stating in substance that such policy and the coverage thereunder shall not be modified, canceled or terminated in any respect for any reason unless and until Landlord and, if applicable, Landlord's mortgagee have



been provided with thirty (30) days' notice of such modification, cancellation or termination.

17. **Workers Compensation Insurance.** In the event Tenant has employees and to the extent required by law, Tenant shall secure valid workers compensation insurance covering Tenant's employees and shall continue such insurance in full force and effect throughout the term hereof. Tenant shall provide satisfactory evidence of such workers compensation insurance to Landlord from time to time upon Landlord's request. Tenant shall not be allowed to modify or change this insurance coverage without Landlord's consent.

18. **Waiver of Subrogation.** Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee, partner 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 containing a 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 injured party under such insurance.

19. **Indemnity.** To the extent permitted by law from and after the Effective Date and only during the term of the Lease, Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Landlord, and its employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Property, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Property, (iii) use or misuse of any portions of the Property by a Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (iv) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease. Landlord shall indemnify, defend and hold harmless Tenant and its related entities and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy or use of the Parking Lot and caused by the negligent act or omission of Landlord, or any of its agents, contractors, employees, visitors, and invitees, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Parking Lot and caused by the negligent acts or omissions of Landlord, or any of its agents, contractors, employees, visitors, and invitees, (iii) use or misuse of any portions of the Parking Lot by Landlord or any of Landlord's agents, contractors, employees, visitors, and invitees, or (iv) Landlord's failure to perform its obligations under this Lease. The obligations of Landlord under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

20. **Eminent Domain.** If all or any part of the Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Property by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Property taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Property. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith.

21. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Property or any property of which they are a part, at any time, shall be paid by the Tenant where such taxes have resulted because of rental of the Property by Tenant, or any party Tenant permits to use the Property.

Payment of all such taxes, assessments, impositions and charges shall be made on or before the last day when payment may be made without interest or penalty. Tenant may, when permitted by appropriate governmental authority, pay any tax, assessment or charge over a period of time.

Tenant agrees to deliver to Landlord, on demand, any time following such date for payment of taxes, assessments, impositions or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.

22. **Right to Mortgage; Attornment.**

(a) Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed upon the premises, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof. Tenant agrees that any mortgagee may elect to have this Lease a prior lien to its mortgage whether this Lease is dated prior or subsequent thereto. Tenant further covenants and agrees to execute and deliver upon demand such further instrument or instruments as shall be required by Landlord or any mortgagee to carry out the intent of this Paragraph.

(b) In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the premises, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner, whereby Tenant attorns to such successor in interest and recognizes such successor as Landlord under this Lease.



(c) If Landlord shall fail to pay within ten (10) days after due, any installment of principal or interest on any mortgage which is paramount to this Lease or which has been guaranteed by Tenant, or any installment of taxes or assessments affecting the premises or shall fail promptly to remove any other lien or charge which could jeopardize Tenant's right to possession as granted herein, then Tenant may make such payment or effect such removal. If Tenant shall make any payment or advance or incur any expense for the account of Landlord, pursuant to this Paragraph or any other provision of this Lease, then Tenant shall be entitled to reimbursement therefor from Landlord.

23. **Assignment and Subletting.** Tenant covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Property, or any building constructed thereon or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord.

24. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

(a) if Tenant shall fail to pay rent within ten (10) days of when and as the same becomes due and payable;

(b) if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease and such failure shall continue for forty-five (45) days after written notice from Landlord of such failure and Tenant has not objected to such claim of non-observance in writing within such forty-five (45) day notice from Landlord;

(c) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;

(d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not protested by Tenant or vacated or an action taken by Tenant to vacate within sixty (60) days after Landlord's thirty (30) day written notice to Tenant; and

(e) if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Property, including, but not limited to, certificates of occupancy, business licenses or charters

unless within twelve (12) months after such event, Tenant has obtained such requisite permit, license or authorization.

25. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, after providing to Tenant any notice required under Michigan Law which notice will be not less than thirty (30) days with a right to cure the Event of Default within ninety (90) days after the expiration of said thirty (30) day notice, at its option, do one or more of the following:

(a) Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination. ; or

(b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Property or any part thereof, upon thirty (30) business days written notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Property and remove any and all of Tenant's property and effects from the Property; or

(c) Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the rate of 10% per annum or the maximum legal interest rate allowed by law in the State of Michigan, whichever is the lesser amount, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.

(d) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due under the terms of the Lease and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, attorney's fees and costs.

26. **Landlord's Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rental. If Tenant shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Landlord of the amount due. With respect to Reimbursable Expenses, Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment of rent or any

other Tenant expense hereunder, as in the case of default by Tenant in the payment of rent.

27. **Tenant's Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to, any Reimbursable Expenses, Lien Expense and Utility Charges ("Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this paragraph shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of its rights and remedies set forth in this Lease.

28. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, upon 24 hours prior notice to Tenant, to inspect the Property to confirm Tenant's compliance with this Lease. Landlord's inspection shall in no way disrupt or interfere with Tenant's school operation. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Property or any part of the structures or improvements on the Property or for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems, if any, in the structures or improvements on the Property, or for any damage or loss of property within the Property from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Property or result in an abatement of rents.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Property and out of rents or other income from the Property by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Property, and Landlord shall not be liable for any deficiency.

29. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Lease shall be governed by the laws of the State of Michigan. This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as

herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder. Time is of the essence in this Lease.

30. **Non-Waiver; Modifications.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Landlord hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

31. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally, or sent by means of electronic communication, or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

32. **Location of Payment.** All payments of rent or other sums to be made to Landlord, as the case may be, at 6861 East Nevada, Detroit, Michigan 48234 and may be made at such other place as Landlord shall designate in writing from time to time.

To the Landlord at:

Cornerstone Schools Association  
7104 Emily  
Detroit, Michigan 48234

To the Tenant at:

Cornerstone Jefferson- Douglass Academy  
6861 East Nevada  
Detroit, Michigan 48234

33. **Surrender.** The Tenant shall return said Property peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in and as being renovated, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Property shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

34. **Damage to Property.** If the Property becomes wholly untenable through damage or destruction, this Lease may be terminated upon mutual agreement of the

parties; if partially untenable; either party shall have the option of terminating this Lease at any time within thirty (30) days after such casualty. All insurance proceeds shall be the sole property of Landlord. And any applicable deductible an amount equal to the value of the Initial Improvements. If Landlord does not terminate this Lease, the Landlord shall repair the Property with all convenient speed to its condition immediately prior to the damage or destruction. Landlord and Tenant shall cooperate in the adjustment of the loss and the re-construction of the Property by Landlord. The obligation of the Tenant to pay the monthly rental shall be abated during the time the Property are untenable and shall be partially abated during the time the Property are partially untenable.

35. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

36. **"AS IS"; No Representations.** Tenant accepts the Property in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Property. This Lease is not made in reliance upon any representation whatsoever. Landlord acknowledges that it is and remains responsible for the condition of the Property prior to the commencement of the Lease term.

37. **Signs.** To the extent permitted by law, all signs and advertising displayed in and about the Property shall be such only as to advertise the business carried on upon the Property and must be approved in writing by the Landlord. No awning shall be installed or used on the exterior of the building unless approved in writing by Landlord. In addition, no sign may be erected on the Property without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including, but not limited to, all applicable City of Detroit ordinances and must be approved by the Landlord. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this paragraph in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Property or the maintenance thereof.

At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Property and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within thirty (30) days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold,

stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Property and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

38. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease or the extension of the Lease, as the case may be, then, thereafter, the tenancy will be from month-to-month in the absence of a written agreement by the parties to the contrary. All terms of the Lease shall remain the same, except that the rent amount shall be increased to one hundred percent (100%) of the rent amount immediately preceding the termination event.

39. **Headings.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provisions of this Lease.

40. **Hazardous Materials.** Tenant will not use Hazardous Materials as hereinafter defined, on or at the Property in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

In the event Tenant uses or stores any Hazardous Materials on the Property, then with regard to such use or storage of any Hazardous Materials upon the Property, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Property.

With respect to the release of Hazardous Materials upon the Property caused by or resulting from the activities of Tenant, its employees or agents on the Property, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Property in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury



(including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9701 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9701, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

Landlord shall be solely responsible for any injuries, damage, litigation involving environmental problems upon the Property that occurred prior to the commencement of the Lease term. Landlord shall indemnify Tenant for such injuries, damages and litigation costs for any such environmental problems that occurred upon the Property that occurred prior to the commencement of the Lease term

41. **Asbestos.** Tenant, at Tenant's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.871 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2701 et seq.) (collectively, the "Asbestos Laws") with respect to the Property, including, but not limited to, performing all of Landlord's obligations. All obligations of Tenant under this paragraph must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Landlord is a third-party beneficiary of such contract. To the extent permitted by law, Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this paragraph and/or the Asbestos Laws. Landlord shall be solely liable for any cost and expense under Asbestos Laws for its failure to comply with such laws prior to the commencement of the Lease term. Landlord hereby indemnifies and holds Tenant harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Landlord's failure to comply with this paragraph and/or the Asbestos Laws.

42. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Lease for the purposes of

recordation. Said memorandum of this Lease shall describe the parties, the Property, the term of this Lease and any special provisions, except rentals payable hereunder, and shall incorporate this Lease by reference.

43. **Notice of Rental.** In the case that Tenant is unable to obtain a Charter Contract from any public school academy authorizer, or either party provides notice to terminate as provided in Paragraph 3 of this Lease, Tenant agrees that for a period commencing sixty (60) days prior to the termination of this Lease, Landlord may show the premises to prospective tenants, and may display in and about the premises and in the windows thereof the usual and ordinary "TO RENT" signs.

44. **Special Provisions Regarding Charter School Requirements.** The parties hereby agree as follows:

(a) Tenant is a body corporate and governmental entity authorized by the Revised School Code. Tenant is organized and operates as a public-school academy and a non-profit corporation. Tenant is not part of Grand Valley State University ("GVSU"). The relationship between Tenant and the GVSU Board of Trustees is based solely on the applicable provisions of the Revised School Code and the terms of the Charter Contract and other agreements between the GVSU Board of Trustees and Tenant. Tenant has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the GVSU Board of Trustees, or GVSU, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties that the State of Michigan, the GVSU Board of Trustees or GVSU in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by Tenant.

(b) The Lease agreement is subject to the terms and conditions of the Charter Contract between Tenant and Grand Valley State University. A copy of this Charter Contract has been provided to Landlord.

(c) The Lease shall terminate automatically and immediately (1) upon termination or revocation of the Charter Contract between Tenant and its authorizing body or (2) in the event the State of Michigan closes the Tenant, or the Authorizer is required to reconstitute the Tenant

(d) The Academy may 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 Grand Valley State University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The Landlord shall have no recourse against the Academy or the Board of Grand Valley State University for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the 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.



(e) Landlord shall cooperate with Tenant as necessary to satisfy Tenant's obligation to provide reasonable access to Tenant's authorizing body in the authorizing body's performance of its oversight function under the Charter Contract.

(f) The parties will cooperate as necessary to secure an Occupancy Permit for Tenant to operate as a public-school academy in the premises, and this Lease is conditioned upon Tenant being able to obtain such an Occupancy Permit.

45. **One Cornerstone.** Notwithstanding anything to the contrary herein contained, Tenant agrees to abide by the terms and provisions of One Cornerstone to be promulgated by Cornerstone School Association to ensure the integrity of the brand name "Cornerstone" and the excellence in educational opportunities that are the hallmark of Cornerstone School and One Cornerstone. All such terms and provisions shall be consistent with policies and practices of Cornerstone School but shall not be in violation of any prohibition that may apply to charter schools under the laws of the State of Michigan.

46. **Alterations by Tenant.** Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the premises or any part thereof or attach any fixtures or equipment thereto without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld by Landlord. All such alterations, additions and improvements shall be performed by contractors and subject to conditions specified by Landlord. In addition, Tenant must obtain Landlord's prior written approval of any contracts or agreements entered into by Tenant regarding alterations, additions or improvements to or of the premises. All alterations, additions and improvements to the premises shall become the property of Landlord upon their installation and/or completion and shall remain on the premises upon the expiration or termination of this Lease without compensation to Tenant, unless Landlord (in Landlord's discretion) elects by written notice to Tenant to have Tenant remove the same. However, Tenant shall have the right to remove any of Tenant's movable trade fixtures and furniture which are not affixed to the premises, and which may be readily removed without causing damage to or diminution in the value of the premises. Upon removal of any of the foregoing (at Landlord's election or by Tenant's right as provided above), Tenant shall promptly restore the premises to their condition existing prior to the installation of the items being removed.

(a) **Construction Liens.** In the event a construction lien shall be filed against the premises or the Property or Tenant's interest therein as a result of any work undertaken by Tenant, or as a result of any repairs or alterations made by Tenant, or any other act of Tenant, Tenant shall, within ten (10) days after receiving notice of such lien, discharge such lien either by payment of the indebtedness due the lien claimant or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge such lien, Landlord shall have the right to procure such discharge by paying such lien or by filing such bond, in which case Tenant shall pay the amount of such lien or the cost of such bond to Landlord as additional rent upon the first day that rent shall be due thereafter in accordance with Paragraph 2 hereof.

47. **Entire Agreement.** This Lease contains all the covenants, promises, agreements, conditions, representations and understandings between the parties hereto, and supersedes any prior agreements between the parties hereto, with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions, representations or understandings, either oral or written, between the parties hereto, other than those set forth herein or provided for herein, with respect to the subject matter hereof.

48. **Amendment.** This Lease shall not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. The parties agree that the terms and conditions of this Lease shall be the terms and conditions of a new lease, if Tenant is authorized by Grand Valley State University, and Tenant shall lease the Property within the demised premises as defined in Paragraph 1 and this Lease will be amended as appropriate to meet the needs of the Tenant.

49. **Security Deposit.** No security deposit shall be required from Tenant under this Lease.

50. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Copies of signatures shall be deemed as original.

51. **Gender and Number.** As the context of any provision may require, nouns and pronouns of any gender and number shall be construed in any other gender and number.

52. **Captions.** Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Lease.

53. **Incorporation by Reference.** All schedules, exhibits and other attachments which are affixed to and referred to in this Lease are incorporated herein and made a part hereof by this reference.

54. **Brokerage.** The parties hereto represent to each other that neither is liable to any third party for any fee or commission by way of brokerage with respect to the execution and delivery or the performance of this Lease.

55. **Construction.** Each party has participated fully in the negotiation and preparation of this Lease with full benefit or availability of counsel. Accordingly, this Lease shall not be more strictly construed against either party.

56. **Payment of Legal Fees in the Event of Litigation.** In the event of any litigation between the parties concerning the subject of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees. For this purpose, reasonable attorneys'

fees shall be deemed to include court costs, including those for appellate proceedings, and fees for paralegals, legal assistants, accountants, and similar persons.

57. **Arbitration.** All claims, disputes and other matters in question arising out of or relating to this Lease or the breach thereof shall be exclusively decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. This agreement to arbitrate shall be specifically enforceable under the laws of the State of Michigan pertaining to arbitration. The award rendered by the arbitrator shall be final and binding upon Landlord and Tenant and a judgment may be entered thereon in accordance with the applicable laws in any court having jurisdiction thereof. The parties agree that arbitration shall be held in Wayne County, Michigan.

58. **Severability; Authority.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect. Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

**WITNESSES:**

**LANDLORD:**

**Cornerstone Schools Association, a Michigan non-profit corporation**

By: 

Michael Carr, Chairman

**TENANT:**

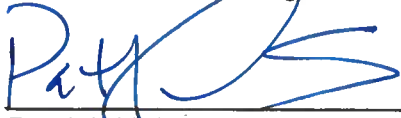
**Cornerstone Jefferson-Douglass Academy, a public-school academy organized and operating under Part 6A of the Michigan Revised School Code**

By: \_\_\_\_\_

Patrick Nelson, Board President

**TENANT:**

**Cornerstone Jefferson-Douglass Academy, a public-school academy organized and operating under Part 6A of the Michigan Revised School Code**

By:   
Patrick Nelson, Board President

**EXHIBIT A TO LEASE**

**DESCRIPTION OF DEMISED PREMISES**

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LEGAL DESCRIPTION NEEDED

# CERTIFICATE OF USE AND OCCUPANCY

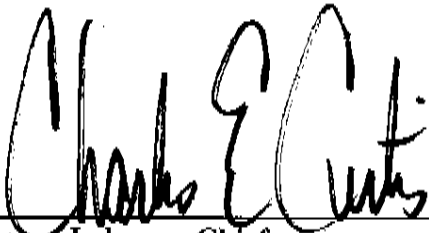
## PERMANENT

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. B033857  
Cornerstone Academy  
6861 E Nevada  
Detroit, Michigan  
Wayne County

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

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



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

March 8, 2013