

# *BAY MILLS COMMUNITY COLLEGE*

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

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS**  
(AUTHORIZING BODY)

TO

**STATE STREET ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

July 1, 2023

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## **RESOLUTIONS**

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS  
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

**RESOLUTION NO. 22-64**

**Contract Reauthorization**

**WHEREAS**, the Bay Mills Community College Board of Regents (the “College Board”), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy’s Board of Directors; and

**WHEREAS**, on July 1, 2015, the College Board issued to **State Street Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

**WHEREAS**, the Charter Contract will expire on June 30, 2023 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

**WHEREAS**, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2023;

**WHEREAS**, in addition to other Revised School Code requirements, the College Board’s reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;

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

9. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
  - m. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
  - n. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Mariah Wanic, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

- (9) 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
- (10) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- o. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2031.
10. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 16<sup>th</sup> day of September 2022, with a vote of 6 for, 0 opposed, 1 abstaining, and 2 absent.

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

Beverly Carrick, Secretary

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**  
**PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

**RESOLUTION NO. 12-01**

**Public School Academy, School of Excellence and Strict Discipline  
Academy Board of Director Method of Selection Resolution**

**WHEREAS**, MCL 380.503 of the Revised School Code ("Code"), MCL 380.553, and MCL 380.1311e provide that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body's jurisdiction; and

**WHEREAS**, the Bay Mills Community College Board of Regents (the "College Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

**WHEREAS**, the College Board has determined that changes to the method of selection process are in the best interest of the College and that such changes be incorporated into all charter contracts issued by the College Board;

**NOW, THEREFORE, BE IT RESOLVED**, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, is adopted; and

**BE IT FURTHER RESOLVED**, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the College Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The College's Director of Charter Schools is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 10 for, 0 opposed, and 1 abstaining.

By: 

John Paul Lufkins, Secretary

**Dated: January 20, 2012**

### **Public School Academy Board of Director Method of Selection**

The Bay Mills Board of Regents ("College Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

#### **Method of Selection and Appointment**

The College Board shall prescribe the methods of appointment for members of the Academy Board. The College's Director of Charter Schools is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the College Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The College's Director of Charter Schools shall recommend nominees to the College Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the College Board or its designee. The College Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of Charter Schools at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the College's Charter Schools Office. The Director of Charter Schools may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of Charter Schools does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the College Board's Chair, the College's Director of Charter Schools may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

**Dated: January 20, 2012**



### **Length of Term**

The director of an Academy Board shall serve at the pleasure of the College Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the College's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

### **Number of Directors**

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the College Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the College Board or the College's Director of Charter Schools may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

### **Qualifications of Members**

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the College's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment Questionnaire* which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the College's Charter Schools Office.

The member of the Academy Board of Directors shall include (1) at least one parent or guardian of a child attending the school; and (2) one professional educator, preferably a person with school administrative experience. The Academy's Board of Directors shall include representation from the local community in which the Academy serves.

The members of the Academy's Board of Directors shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) Academy employees or independent contractors performing services for the Academy; (3) any current or former director, officer, or employee of a management company that contracts with the Academy; and (4) College officials or employees.

### **Oath of Public Office**

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be

**Dated: January 20, 2012**

filed with the College's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

### **Removal and Suspension**

If at anytime the College Board determines that an Academy Board member's service is no longer necessary, then the College Board may remove an Academy Board member with or without cause by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

With the approval of the College Board Chair, the College's Director of Charter Schools may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

### **Tenure**

Each Academy Board member shall hold office until the member's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

### **Resignation**

Any Academy Board member may resign at any time by providing written notice to the Academy or the College's Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the College Board, or the College's Director of Charter Schools, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method of selection adopted by the College Board.

### **Board Vacancies**

An Academy Board vacancy shall occur because of death, resignation, replacement, removal, failure to maintain United States citizenship or residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as specified in the Code.

### **Compensation**

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board

**Dated: January 20, 2012**

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2023**

**ISSUED BY**

**THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**

**TO**

**STATE STREET ACADEMY (A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF  
STATE STREET ACADEMY AS A  
PUBLIC SCHOOL ACADEMY**

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## Exhibit A - Resolutions

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and

WHEREAS, all public schools are subject to the leadership and general supervision of the State Board of Education; and

WHEREAS, the Michigan Legislature has authorized an alternative form of public school designated a “public school academy” to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and

WHEREAS, the Michigan Legislature has delegated to the governing boards of state public universities, community college boards, including tribally controlled community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Bay Mills Community College Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the College Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting 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 initially capitalized, shall have the meaning set forth in this section:

- (a) “Academy” means the Michigan nonprofit corporation named State Street Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the

establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means Resolution No. 22-64 adopted by the College Board on September 16, 2022.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (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) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution

and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.

- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “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 CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office 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. The ESP Policies in effect as of this date are incorporated into and part of this Contract. 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.
- (s) “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 by the Academy or a 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.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (u) “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 the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “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.
- (aa) “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 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2023, Issued by the Bay Mills

Community College Board of Regents to State Street Academy Confirming the Status of State Street Academy as a Michigan Public School Academy.”

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. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

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

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

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD**

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board’s autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

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 College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College. Any contract, agreement, note, 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 College Board, or the College. 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 College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, College Board or the College 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.

### **ARTICLE III**

#### **ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY**

Section 3.1. College Board Resolutions. The College Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The College Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At any time and at its sole discretion, the College Board may amend the Resolution. Upon College Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.



Section 3.3. Oversight Responsibilities of the College Board. The College Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the College Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of College Board Expenses. The Academy shall pay the College Board an administrative fee to reimburse the College Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. College 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 College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization of Employment. The College Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider 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. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or educational service provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of



carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, 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., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. 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 by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College 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 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the 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 College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the College 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 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College 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 College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

Section 4.3. 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 College Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. 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 prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to 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 a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. 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 work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a 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.

Section 4.6. 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 4.7. 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 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## **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. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

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 member positions 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 Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3. Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the 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 Charter Schools Office;
- (b) an assessment of student performances at the end of each academic school year or at such other times as the College 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 Charter Schools Office; and
- (e) all tests required under Applicable Law.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the 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 at times in the evening and on weekends.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the Code, this Contract, the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the College 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 6 are under the direction and control of the Academy Board.

The College 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 CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The College Board reserves the



right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. 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 College or the College Board.

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. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the College Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the College Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

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 College Board, intending that the College 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 the site:

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list 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 or section of the Code.

## **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 Applicable Law.

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAWS**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act (“FOIA”), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, 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. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Amendments. The College 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 College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.



Section 9.3. Process for Amendment Initiated by the College Board. The College Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the College Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the College Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College 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 College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College 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 College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

## **ARTICLE X**

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

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College 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) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures 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 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College 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 fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;

(g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College 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 either the State's Automatic Closure Notice is received without any further action of the College Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Office shall forward a copy of the notice to the Academy Board and may request a meeting with the 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 that 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 Closure 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 Charter Schools Office a proposed Contract amendment 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 Charter Schools Officer 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 Charter Schools Officer may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College 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 College Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Office Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Office Director shall present the Academy Board's request for termination to the College Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the College Board shall consider and vote on the proposed termination request. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for College Termination of Contract. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. College Board Procedures for Revoking Contract. The College Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Charter Schools Office Director, upon reasonable belief that 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 Charter Schools Office 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 Charter Schools Office 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, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office 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 closed if the Charter Schools Office 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.

(d) College Board's Contract Reconstitution Provision. The Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance or 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; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (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 restrict 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 Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office Director determines that any of the following has occurred:

- (i) the Academy Board has failed to 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 Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office 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 Charter Schools Office 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 shall identify the reasons for revoking the Contract.

(f) Hearing before the College Charter Schools Hearing Panel. Within thirty (30) days of receipt 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 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 Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office 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 Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, 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 Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

(g) College Board Decision. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board

shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The College 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 College Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

(h) Effective Date of Revocation. If the College Board votes to revoke the Contract, the revocation shall be effective on the date of the College Board's act of revocation, or at a later date as determined by the College Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

Section 10.7. Contract Suspension. The College Board's process for suspending the Contract is as follows:

(a) The Charter Schools Office Director Action. If the Charter Schools Office Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff 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 Schedule 6, 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;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. 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 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 College Board after a decision by the Charter Schools Office Director to suspend the Contract, may be retained by the College Board



for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director, 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 this Contract. 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 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 College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

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 Chippewa 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 11.3 of these Terms and Conditions.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College 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 College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this section must be presented to the College 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, Academy Board, employment and student records;
- (b) institute and defend 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, evaluate and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any governmental or 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 this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1. 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. 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.

- (b) 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.
- (c) 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 (c)(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.
- (d) 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 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

## **M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**

### **for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)**

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability.

	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & Officers' coverage.
	Must include School Leaders' E&O.
	Can be Claims Made or Occurrence form.
	If Claims Made, retroactive date must be the same or before date of original College -  PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	<p>\$1,000,000 per accident.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p>
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
<b>Workers' Compensation</b>	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p>
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
<b>Crime</b>	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>

COVERAGE	REQUIREMENTS
<b>Umbrella</b>	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

#### ADDITIONAL RECOMMENDATIONS

COVERAGE	RECOMMENDATION
<b>Property</b>	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
<b>Cyber Risk Coverage</b>	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
<b>Automobile Physical Damage</b>	Coverage for damage to the owned or used vehicle.

#### **DISCLAIMER:**

*By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.*

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the

insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the College Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office. In the event the Academy fails to purchase the insurance coverage required by this Section 11.2, the College Board may purchase on the Academy's behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the College Board for forwarding to the Academy.

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 minimums may be required depending upon academic offerings and program requirements.

If the Academy utilizes an Educational Service Provider, the following insurance requirements apply to the Educational Service Provider and such coverages must be secured prior to providing any services or personnel to the Academy:

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O

	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>College must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

**Insurance carrier(s) must have an AM Best Rating of "A - VII" or better.**

The College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C. requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also 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 hereby agrees and covenants not to sue the College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended Lease Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

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 College 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 College Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease



payments owed 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.

A copy of the Academy's amended lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy lease agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. 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 11.6 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 11.7. 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 11.8. 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. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. 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 166b 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 Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents’ approval of the Academy’s application, Bay Mills Community College Board of Regents’ consideration of or issuance of a Contract, [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by [insert the name of Educational Service Provider], or which arise out of the failure of [insert the name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Bay Mills Community College Board of Regents 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 terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.”

“Compliance with Academy’s Contract. The Educational Service Provider 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 the Bay Mills Community College Board of Regents. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“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 Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning 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 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 Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution."

"Compliance with Section 12.17 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 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 12.17(a) of the Contract Terms and Conditions."

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required by the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP Policies and the amended ESP Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.12. 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.

## **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 is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) 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 address or person as the respective party may designate by notice delivered pursuant hereto:

If to the College Board:

President  
Bay Mills Community College  
12214 West Lakeshore Drive  
Brimley, Michigan 49715

If to the Tribal Office:

Tribal Attorney's Office  
Bay Mills Indian Community  
12140 West Lakeshore Drive  
Brimley, Michigan 49715

If to Outside Counsel:

Courtney F. Kissel  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, Michigan 48933

If to Academy:

Academy Board President  
State Street Academy  
1110 State St.  
Bay City, MI 48706

If to Academy Counsel:

Aimee Gibbs  
Dickinson Wright  
350 S. Main Street, Suite 300  
Ann Arbor, MI 48104

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. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the College Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the College Board.

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. 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 12.8. 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 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 8 years until June 30, 2031, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents 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 College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College 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 College Board, the College and its Board of Regents 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 governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.11. 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 12.12. 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 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the College Board and no other person or entity, including without limitation, the Educational Service Provider. 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 12.14. Non-agency. It is understood that the Academy is not the agent of the College.

Section 12.15. College 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 College Board or CSO policies regarding public school academies which shall apply immediately, College 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 College 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.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.
- (b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management

Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, 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 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the College Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. 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 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, 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 subsection does not apply to any of the following situations:
  - (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 College;
  - (ii) providing the information 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 or 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 College.
- (b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.



Section 12.21. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.23:

(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 College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (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 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) to a person, agency, or organization 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.

Section 12.22. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student’s Parent or Legal Guardian.

(a) Subject to Section 12.23, 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 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 MCL 380.1136.

Section 12.23. 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 meaning as defined in MCL 380.1136.

Section 12.24 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 12.25. 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 12.26. 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, 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 12.27. 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 operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.28. 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 12.29. 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 12.30. 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.

By: Mariah Wanic  
Mariah Wanic, Charter Schools Office Director

Date: July 1, 2023

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 of the terms and conditions of this Contract.

**STATE STREET ACADEMY**

By: Thomas Peters  
Thomas Peters, Board President

Date: July 1, 2023

078905.000001 4869-1226-6834.1

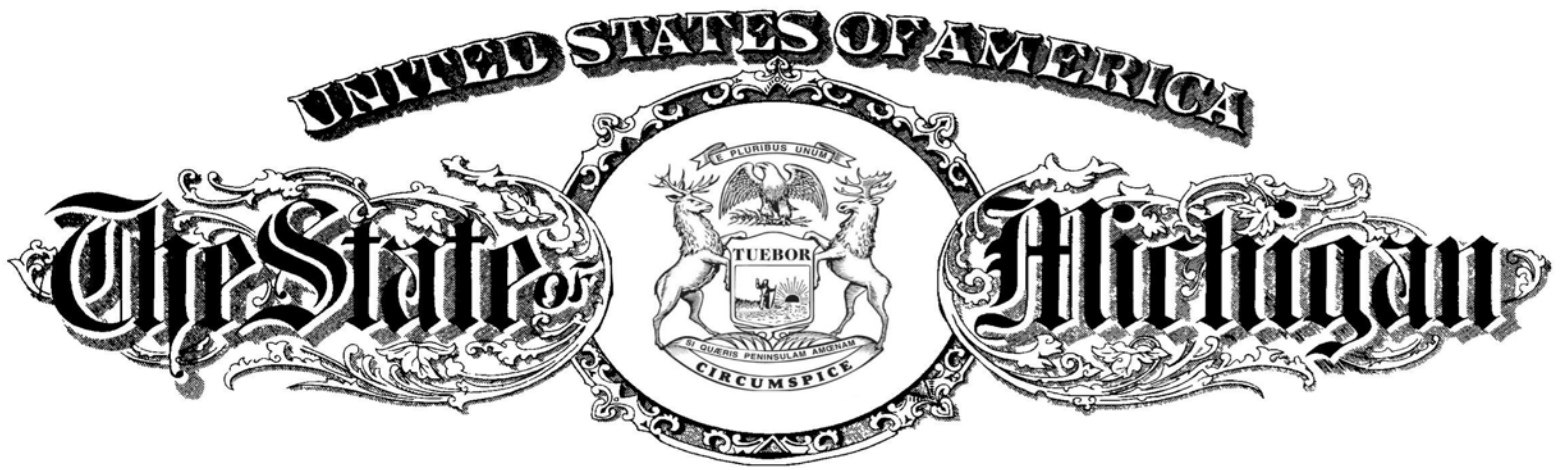
## **CONTRACT SCHEDULES**

### Schedules

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**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**STATE STREET ACADEMY**

*was validly Incorporated on December 18 , 2000 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 23060618503

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 28th day of June , 2023.*

A handwritten signature in black ink, reading "Linda Clegg".

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

502

(Rev. 11/97)

## MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Gy

Date Received

DEC 18 2000

(FOR BUREAU USE ONLY)

Name

Peter H. Webster

Dickinson Wright, PLLC

Address

500 Woodward Ave.

Suite 4000

City

State

Zip Code

Detroit

Michigan

48226-3425

**FILED****DEC 18 2000**Administrator  
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

769-796

**ARTICLES OF INCORPORATION  
For Use by Domestic Nonprofit Corporations****OF****BAY COUNTY PUBLIC SCHOOL ACADEMY**

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"), being Sections 380.501 to 380.507 of the Michigan Compiled Laws ("MCL"), the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is: Bay County Public School Academy. ✓

The authorizing body for the corporation is: Bay Mills Community College Board of Regents.

20 106551 C/K S.W.



## **ARTICLE II**

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

1. The corporation is organized for the purpose of operating as a public school academy in the state of Michigan pursuant to Part 6A of the Code, being MCL 380.501 to 380.507.

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**

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

The value of assets which the corporation possesses is:

Real Property: 0.

Personal Property: 0.

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.

## **ARTICLE IV**

The address of the initial registered office is 500 Woodward Avenue, Suite 4000, Detroit, Michigan 48826-3425.

The mailing address of the initial registered office is the same.

The name of the initial resident agent at the registered office is Peter H. Webster.

#### **ARTICLE V**

The name and address of the incorporator is as follows:

Peter H. Webster  
500 Woodward Avenue, Suite 4000,  
Detroit, Michigan 48826-3425.

#### **ARTICLE VI**

The corporation is a governmental entity.

#### **ARTICLE VII**

The corporation and its incorporator, 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 MCL 691.1407.

#### **ARTICLE VIII**

Before execution of a contract to charter a public school academy between the corporation and the Bay Mills Community College Board of Regents (the "College Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the College Board as required by the Code.

#### **ARTICLE IX**

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation. Notwithstanding any provision to the contrary, the corporation and its Board of Directors shall at all times comply with Academy Board Provisions, which are provisions regarding the method of selection, length of term, number of members, and other relevant provisions governing

the Board of Directors, which may be changed from time to time by the College Board without the approval of the Academy Board.

## **ARTICLE X**

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

## **ARTICLE XI**

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). 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 College Board 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 XII**

The Terms defined in the Terms and Conditions of the Contract to Charter a Public School Academy between the College Board and the Academy shall have the same meaning in these articles.

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and the College Board.

These Articles of Incorporation are signed by the incorporator on this 18<sup>th</sup> day of December, 2000. These Articles of Incorporation shall become effective upon filing.

However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues a contract the corporation to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

---

Peter H. Webster, Incorporator

Detroit 26718-2

566917

CSCL/CD-515 (Rev. 08/15)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**Date Received  
**SEP 15 2016****AUG 25 2016**

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

**FILED****SEP 23 2016**Administrator  
Corporation Division

Name **Michael Jury**  
Address **1110 State Street**  
City **Bay City** State **MI** ZIP Code **48708**

EFFECTIVE DATE **09/24/16**  
TransInfo: 1 21519452-1  
Chk#: 1400 Amt: \$10.00  
ID: 769796Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

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

1. The present name of the corporation is: **Bay County Public School Academy**
2. The identification number assigned by the Bureau is: **769796**

3. Article **1** of the Articles of Incorporation is hereby amended to read as follows:

**State Street Academy**

6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the 16<sup>th</sup> day of December 2015 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- ☐ members or shareholders at a meeting in accordance with Section 611(3) of the Act.
- ☐ written consent of the members, shareholders, or their proxies having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members, shareholders, or their proxies is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ written consent of all the members, shareholders, or their proxies entitled to vote in accordance with Section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- ☒ directors at a meeting in accordance with Section 611(3) of the Act.
- ☐ written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations

Signed this 17<sup>th</sup> day of August, 2016

By Michael Jury  
(Signature of an officer)

Michael Jury Board President  
(Type or Print Name) (Type or Print Title)

**CONTRACT SCHEDULE 2**

**BYLAWS**

**BYLAWS**  
**OF**  
**BAY COUNTY PUBLIC SCHOOL ACADEMY**

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**ARTICLE I**

**NAME**

This organization shall be called Bay County Public School 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 may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Consumer and Industry Services and to the College Board.

**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 Non-Profit Corporation Act or



pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Academy Board Provisions. Notwithstanding any provision to the contrary, the Academy and its Board of Directors shall at all times comply with Academy Board Provisions, which are provisions regarding the method of selection, length of term, number of members, and other relevant provisions governing the Board of Directors, which may be changed from time to time by the Bay Mills Community College Board of Regents ("College Board"), without the approval of the Academy Board.

## ARTICLE V

### MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year prior to the first regular meeting of the fiscal year. The Academy Board must provide, by resolution, the time and place, within the state of Michigan, for the holding of regular monthly meetings. Prior to October 15<sup>th</sup> of each year, the Academy Board shall publicly present the Academy's Annual Report. The Academy Board shall provide notice of the annual and 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 any 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. Quorum. A majority of the Directors of the Academy Board as determined by resolution of the College Board, constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 5. Manner of Acting. The act of no fewer than three (3) Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Board of Directors may vote by proxy or by way of a telephone conference.

Section 6. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 7. 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 matter 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 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 to 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 Treasurers and assistant Secretaries 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 officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by the Academy Board whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

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 shall be Chairperson of those committees designated 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 Academy 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 by the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for 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 the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have 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 Board 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 the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board, as Directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to the statute concerning the 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 thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind the College Board, the College or the College Board Designee, or impose any liability on the College Board, the College, or the College Board Designee, its Regents, trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy 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, advance, overdraft or withdrawal by an officer or Director of the corporation, other than in the ordinary and

usual course of the business of the Academy, 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 the College Board, the College or the College Board Designee, or impose any liability on the College Board, the College, or the College Board Designee, its Regents, 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 Academy, 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 Academy shall be deposited from time to time to the credit of 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 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other 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 the President, or in the absence of the President and the President's proxy, by the Secretary or 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. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the 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 requirements set forth in Section 3 of the statute.

## **ARTICLE IX**

### **INDEMNIFICATION**

Each person who is or was a 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 Academy 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**

The fiscal year of the corporation shall begin on the first day of July in each year.

## **ARTICLE XI**

### **TERMS AND CONDITIONS DEFINITIONS**

The Terms defined in the Terms and Conditions of the Contract to Charter a Public School Academy between the College Board and the Academy shall have the same meaning in these bylaws.

## **ARTICLE XII**

### **AMENDMENTS**

These Bylaws may be altered, amended or repealed only in accordance with Article IX of the Terms and Conditions of the Contract.

## **CERTIFICATION**

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 20th day of December, 2000.

## 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 20 day of December 2000.

The Board further certifies that these bylaws were provided to the Academy Board by the College Board and that a copy of the executed Bylaws are being presented to the College Board for inclusion in the Contract.

Pearl Vasher  
Secretary

APPROVED BY:

Allyn J. Cameron

Allyn J. Cameron, Chairperson  
Bay Mills Community College Board of Regents

Dated: December 11, 2000

LAN01173142.1

**CONTRACT SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**



### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to State Street Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

WHEREAS, the College 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 College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the College 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 public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College 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 3.03.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) 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 Academy Board 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 School Aid 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 the Academy's 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 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. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **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. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. 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 Board to be 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 and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty 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 accounts 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, 2023, and annually thereafter, a written report dated as of August 31<sup>st</sup> 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 College 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 Applicable Law or 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

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 Bay Mills Community College Board of Regents to State Street Academy.

BY: Alyson Hayden  
Alyson Hayden, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury  
Date: May 3, 2023

078905.000001 4862-3111-1776.1

**CONTRACT SCHEDULE 4**  
**OVERSIGHT AGREEMENT**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to State Street Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, the College Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

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:

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"Charter Schools Office" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the College Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

"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.

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the College Board's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the College Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, terminate, reconstitute or revoke the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the College Board or its designee.
- j. Evaluate whether the Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

Section 2.02. Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:



- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy shall make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

Section 2.03. Waiver and Delegation of Oversight Procedures. The College Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The College Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the College or other designee.

## **ARTICLE III**

### **RECORDS AND REPORTS**

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Charter Schools Office.

## **ARTICLE IV**

### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the College Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

## **ARTICLE V**

### **TRANSPARENCY PROVISION**

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(a) 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. Copies 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 Charter Schools Office
11. Copy of curriculum and other educational materials given to the 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 ESP Agreement(s)
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 names and addresses and 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 background 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
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) 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 Section 5.01(A) above.

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

**SCHEDULE 5**  
**DESCRIPTION OF STAFF RESPONSIBILITIES**

Career and Technical Education (CTE) Coordinator.....	5-1
Behavior Interventionist.....	5-3
Building Supervisor .....	5-6
Classroom Aide/Teacher Assistant.....	5-8
Career and Technical Education (CTE) Lead Teacher .....	5-10
Family Outreach Coordinator .....	5-12
Paraprofessional.....	5-14
Academic Interventionist.....	5-16
Administrative Assistant.....	5-18
Food Service Worker .....	5-20
Bus Driver.....	5-22
Food Service Worker/Counter Associate.....	5-25
GSRP Associate Teacher .....	5-27
GSRP Pre-K Director.....	5-29
GSRP Pre-K Lead Teacher .....	5-31
Instructional Paraprofessional.....	5-33
Physical Education/Health Teacher .....	5-35
Principal .....	5-37
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# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

**Job Title: Career and Technical Education (CTE) Coordinator**

**Reports to: Superintendent or Principal**

## **CTE Coordinator**

The Career and Technical Education coordinator has the main responsibility to create and administer a comprehensive program of Career and Technical Education. This includes working collaboratively with administrators, student support services staff, and teachers to ensure the delivery of career development services. The CTE coordinator is also to facilitate inter-connections with parents, business/industry, postsecondary institutions, and community organizations to support students' transition to postsecondary education and employment.

## **Duties and Responsibilities:**

The following reflects the definition of essential functions for this job but does not restrict the tasks that may be assigned. The academy may assign or reassign duties and responsibilities to this job at any time due to reasonable accommodation or other reasons.

- Work with school site academic advisors to ensure all student have completed a career interest survey that is revisited annually
- Recruit students for available CTE programs
- Establishes and maintains a suitable learning environment that promotes student growth and skill mastery and assures student safety
- Train teachers in Standards for Career Ready Practices
- Collaborate with CTE instructors on the 11 High Elements of a High Quality CTE program
- Responsible for assisting with writing and evaluating any CTE (Perkins) grants
- Be a liaison to community organization
- Arrange and direct in-service education for CTE staff
- Instructs students in appropriate job-seeking and retention skills
- Make recommendations for long-term adjustments, changes, additions, and deletions in the CTE programs to meeting changing job trends and labor market needs
- Monitor present course offerings for applicability to future job markets and build CTE programs of study
- Assist in the recruitment and screening of CTE staff
- Market CTE programs and partnerships
- Maintain regular and prompt attendance in the workplace
- Other related duties as assigned by the Superintendent or Principal



**Qualifications:**

- Possess and maintain a valid Michigan CTE credential allowing instruction in the assigned program
- Successful experience as a classroom teacher as well as of least three (3) years of certificated teaching experience within the CTE program or three (3) years of related experience in career development and case management techniques
- Demonstrate competence in communicating effectively with students and adults, staff members and representatives of other agencies
- Possess specialized skills, experience and training as well as be able to model the professional characteristics considered appropriate to the designated career field
- Demonstrate knowledge of an experience with various community resources associated with the career field
- Interpret, apply, and explain policies, procedures, rules and regulations
- Maintain accurate and semi-complex records and files
- Compile and verify data and prepare reports
- Operate standard office equipment including a computer and assigned software
- Understand and follow oral and written instructions
- Work independently with little direction
- Adapt to changing work demands and interruptions
- Make arithmetical calculations with speed and accuracy
- Meet schedules and timelines
- Communicate effectively both orally and in writing
- Establish and maintain cooperative and effective working relationships with others

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**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR Behavior Interventionist

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc.

### **SUMMARY:**

Responsible for providing assistance to the principal in the administration of the total student disciplinary program.

### **ESSENTIAL RESPONSIBILITIES:**

- Provides leadership and support; advises and counsels teachers and students who experience disciplinary issues in accordance with the Academy's student code of conduct and established disciplinary program and guidelines.
- Appropriately handles all student referrals in accordance with established policies and within established timeframes.
- Contacts parents regarding any discipline referrals which include, but are not limited to, removal from class, detention or suspension.
- Tracks all disciplinary referrals from teachers and staff in the database system.
- Directs and coordinates the scheduling of all student activities within the Academy calendar.
- Coordinates and implements student assemblies, awards banquets, field trips and other student focused events and/or activities.
- Works closely with the principal and other Academy administrators to establish and maintain a strong culture of academic excellence and disciplined behavior among students.
- Assists the Principal in overseeing student advisory implementation, home visits and monitors, tracks and reports on progress of advisory activities.
- Other duties as assigned by the direct supervisor

### **DRUG FREE WORKPLACE REQUIREMENT:**

The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment at the Academy.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION AND EXPERIENCE:**

- Bachelor's degree required.
- To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].
- Criminal background check.

**LANGUAGE SKILLS:**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures or governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present information and respond to questions from groups of administrators, Academy Board, staff and the general public.

**MATHEMATICAL SKILLS:**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages and volume. Ability to apply concepts of basic algebra and geometry.

**REASONING ABILITY:**

Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**OTHER SKILLS AND ABILITIES:**

Ability to apply knowledge of current research and theory with specific job duties and area of service. Proficient in the use of PC/Windows-based applications and software including word processing and spreadsheet applications. Ability to establish and maintain effective working relationships with parents, students, staff, Academy Board, vendors and the community. Ability to communicate clearly and concisely both in oral and written form. Ability to perform duties, maintaining current knowledge of all Academy requirements and applicable regulatory standards.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in this environment is quiet to loud depending upon the activity in the particular part of the day.

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**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

---

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

---

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR Building Supervisor

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc.

### **QUALIFICATIONS:**

1. High School Diploma or GED
2. Minimal 3 years of custodial and maintenance work
3. At least 1 year of supervisory experience
4. Experienced in training.

### **NATURE OF THE POSITION:**

Responsible for the maintenance and custodial care of a school building or buildings including furniture, fixtures, grounds, and equipment.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

1. Considerable knowledge of the basic methods, practices, tools, materials, and work standards related to the maintenance of building(s) and building systems and equipment.
2. Considerable knowledge of the occupational hazards and desirable safety precautions of the work.
3. Ability to supervisor the work of others
4. Ability to identify defects in electrical and mechanical building equipment and fixtures and to determine necessary repairs.
5. Ability to keep records and prepare reports.
6. Ability to establish and maintain effective working relationships with employees and department officials.

### **DUTIES AND RESPONSIBILITIES**

1. Plans, schedules, assigns, and supervises personnel in the custodial care of the building(s); inspects work for maintenance of proper standards.
2. Supervises and participates in preventative maintenance and maintenance of building(s), including floors, walls, ceilings, doors, windows, locks, fixtures, and furniture.
3. Supervises and participates in the servicing, cleaning, and maintenance of mechanical equipment and systems, electrical fixtures, and other equipment.
4. Inspects grounds, buildings, and equipment noting need for repair and replacements and reports same.
5. Enforces building and safety regulations.
6. Plans and conducts preventive maintenance program; trains new employees; maintains adequate levels of janitorial and maintenance supplies; keeps records and prepares reports.
7. Supervises and participate in the setting and arrangement of rooms for meetings and other special student and faculty functions.
8. Performs related work as required.
9. Other duties as assigned by the Superintendent or Principal.

### **SUPERVISORY RESPONSIBILITIES:**

Supervises employees in the school when the School Principal is absent from the building. Carries out supervisory responsibilities in accordance with the school's policies and applicable laws. Responsibilities include assisting in

interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**DRUG FREE WORKPLACE REQUIREMENT:**

The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment in the district.

**PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch.

**OTHER REQUIREMENTS:**

Satisfactory criminal background check.

---

**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# **Midwest School Services, Inc.**

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## **Classroom Aide/Teacher Assistant**

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc.

### **QUALIFICATIONS:**

1. Two years prior experience working with children.
2. At least 18 years old
3. Ability to interpret and communicate both effectively orally and in writing.

### **NATURE OF THE POSITION:**

To assist in the implementation and coordination of instructional programs to ensure that all students meet and exceed that State Core Curriculum Content Standards. Achieving excellence requires that Classroom Aides/Teacher Assistants work collaboratively and communicate effectively with teachers, students, parents, and co-workers. Additional lunchroom/recess and latchkey responsibilities as may be required.

### **RESPONSIBILITIES OF THE POSITION:**

1. Assist and support the classroom as assigned by grade level teams.
2. Assist in the management and supervision of students during their grade's entire lunchroom/recess periods.
3. Support school programs by assisting in the management of students, taking accurate attendance, and returning students to the classroom as may be required.
4. Other professional duties as assigned by the classroom teacher, and superintendent or principal.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses: sight, hearing, smell and touch; uses hand/eye coordination.

### **OTHER REQUIREMENTS:**

Satisfactory criminal background check.

### **PERFORMANCE STANDARDS**

1. Be interested in the work of the school, strongly committed to moral values. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by Academy.

3. Communicate effectively with teachers, students, and parents regarding information, policies, and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Maintain positive, cooperative, and mutually supportive relationships with the Board of Directors, the Charter Authorizer, administration, teachers, students, parents/family members and co-workers.

---

**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:



# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

**Job Title: Career and Technical Education (CTE) Lead Teacher**

**Reports to: Superintendent or Principal**

## **CTE Lead Teacher**

The Career Technical Education (CTE) Lead Teacher shall assume responsibility for providing skill training to high school students in a particular field of expertise as set forth in the course curriculum. The CTE Lead Teacher is responsible for carrying out a vocational program that includes content standards as well as career awareness. The lead teacher facilitates work-based learning and increases employment opportunities by serving as an active liaison between employers and the classroom.

### **Duties and Responsibilities:**

The following reflects the definition of essential functions for this job but does not restrict the tasks that may be assigned. The academy may assign or reassign duties and responsibilities to this job at any time due to reasonable accommodation or other reasons.

- Work with school site academic advisors to annually review have completed a career interest survey that is revisited annually
- Recruit students for available CTE programs
- Establishes and maintains a suitable learning environment that promotes student growth and skill mastery and assures student safety
- Train teachers in Standards for Career Ready Practices
- Collaborate with CTE instructors on the 11 High Elements of a High Quality CTE program
- Responsible for assisting with writing and evaluating any CTE (Perkins) grants
- Be a liaison to community organizations
- Instructs students in appropriate job-seeking and retention skills
- Make recommendations for long-term adjustments, changes, additions, and deletions in the CTE programs to meet changing job trends and labor market needs
- Monitor present course offerings for applicability to future job markets and build CTE programs of study
- Assist in the recruitment and screening of CTE staff
- Market CTE programs and partnerships
- Maintain regular and prompt attendance in the workplace
- Other related duties as assigned by the Superintendent or Principal.

**Qualifications:**

- Possess and maintain a valid Michigan CTE credential allowing instruction in the assigned program
- Successful experience as a classroom teacher as well as of least three (3) years of certificated teaching experience within the CTE program or three (3) years of related experience in career development and case management techniques
- Demonstrate competence in communicating effectively with students and adults, staff members and representatives of other agencies
- Possess specialized skills, experience and training as well as be able to model the professional characteristics considered appropriate to the designated career field
- Demonstrate knowledge of an experience with various community resources associated with the career field
- Interpret, apply, and explain policies, procedures, rules and regulations
- Maintain accurate and semi-complex records and files
- Compile and verify data and prepare reports
- Operate standard office equipment including a computer and assigned software
- Understand and follow oral and written instructions
- Work independently with little direction
- Adapt to changing work demands and interruptions
- Make arithmetical calculations with speed and accuracy
- Meet schedules and timelines
- Communicate effectively both orally and in writing
- Establish and maintain cooperative and effective working relationships with others

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**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR Family Outreach Coordinator

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc.

### **QUALIFICATIONS:**

1. Bachelor's degree in communications, marketing, business, or related fields.
2. Minimum 3–5 years' experience within non-profit fundraising or outreach activities.
3. Outstanding written and presentation skills.
4. Strong knowledge of social media and other marketing platforms.
5. Detail orientated with ability to prepare reports and the ability to manage multiple projects.
6. Enthusiastic, friendly, and must have a positive attitude.

### **NATURE OF THE POSITION:**

The Family Outreach Coordinator is primarily responsible for connecting an organization with the surrounding community. Their duties include but are not limited to brainstorming potential partnerships or methods for engagement with the local community, maintain a calendar for outreach events and work closely with community partners to plan and execute various outreach events.

### **RESPONSIBILITIES OF POSITION:**

Understanding that this job description is not all inclusive of this position.

- Work with the school leadership team to determine the schools' strengths and needs for improvement in the area of connection between the school, its families, and the community.
- Work with school leaders/administrative team on strategic planning.
- Familiarize with the elementary/secondary curriculum adopted by the school board.
- Establish and maintain standards of student behavior to provide an orderly, productive environment that supports and aligns with the schoolwide framework.
- Collaborate with other teachers, administration, and parents to problem solve and design effective interventions for students who are experiencing academic and/or behavioral challenges.
- Public Relations
- Maintain relationships with local business owners and local officials to coordinate fundraisers or community programs.
- Assist with general supervisor of students during non-instructional times, as needed.
- Follow up with attendance and coordination with the office manager and administration.
- Other duties that may be assigned by superintendent or administration.

### **PERFORMANCE STANDARDS:**

- Help students develop mental capabilities and healthy habits that can last for the rest of their lives.
- Interact with parents, teaching staff, and school administration to promote schoolwide programs.
- Demonstrate motivation and enthusiasm with a genuine passion for working with students.
- Meaningfully engage in professional development opportunities.
- Attend staff meetings monthly, or as requested by superintendent or designee.

- Attend and participate in all calendar events scheduled on the academy calendar.

**OTHER REQUIREMENTS:**

Satisfactory criminal background check.

**PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

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**EMPLOYEE ACKNOWLEDGMENT:**

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# **Midwest School Services, Inc.**

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## **Paraprofessional**

**REPORTS TO:** Dean of Academics

**EMPLOYED BY:** Midwest School Services, Inc.

### **QUALIFICATIONS:**

1. At least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associate degree (or higher); or meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of and the ability to assist in, instructing reading, writing, and mathematics; or
  - Knowledge of and the ability to assist in, instructing reading, writing, and mathematics readiness, as appropriate.
2. Employment is contingent upon satisfactory criminal background checks.

### **NATURE OF THE POSITION:**

This position is responsible for providing aid to instructional staff in meeting the objectives of the instructional program.

### **RESPONSIBILITIES OF THE POSITION:**

The Paraprofessional major duties:

1. Provide monitoring services during testing sessions
2. Assist with Title 1 program
3. Complete necessary paperwork for Title 1 program
4. Prepare the classroom for subsequent instruction
5. Assist teachers with individual, small group and classroom instruction
6. Read to children, listen to children read, explain assignments to children, etc.
7. Assist pupils in teacher-initiated activities
8. Assist pupils in completing assignments
9. Supervise pupils in learning center activities
10. Conduct small group activities
11. Respond to all levels of supervision

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses: sight, hearing, smell and touch; uses hand/eye coordination.

### **NON-CRITICAL COMPONENTS:**

1. Assemble materials, equipment and supplies for teacher and student use and store these items after use.
2. Assist with bulleting boards and decorations for special events for instructional purposes.
3. Provide special pupil assistance (i.e. drills with flash cards, learning games)
4. Attend in-service and/or staff development sessions as requested by the School Principal
5. Perform other duties as assigned.

This is a federally funded position and is contingent upon the continuation of grant funding.

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**EMPLOYEE ACKNOWLEDGMENT:**

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# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR ACADEMIC INTERVENTIONIST

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc.

### **QUALIFICATIONS:**

1. Bachelor's degree required; Master's degree preferred.
2. Must have a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
3. Must meet highly qualified requirements, as defined by No Child Left Behind.
4. Minimum 3 years successful teaching experience.
5. Current knowledge of best practices.

### **NATURE OF THE POSITION:**

Implementation and coordination of intervention programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Work with other teachers and faculty members to identify children who may be at risk of falling behind in their academic studies. Address the specific needs of a particular child when regular classroom instruction is not sufficient. Work collaboratively and communicate effectively with students, parents, members of the community and colleagues in other districts and schools.

### **RESPONSIBILITIES OF POSITION:**

Responsible for the planning, coordinating and monitoring of the effective delivery of the established curriculum to students.

- Provide high quality instruction time needed to move students to grade level proficiency.
- Assist classroom teachers in developing strategies, skills, tools, techniques, and capacity to effectively teach students.
- Prepares lesson plans, in collaboration with teachers, for the purpose of differentiating instruction and adhering to scope and sequence guides and district curriculum.
- Assist Special Education Teacher(s) in developing Individualized Educational Programs (IEP) for students experiencing extreme reading/math difficulties.
- Facilitate parent workshops regarding methods to assist students with reading and mathematics.
- Manage online intervention instruction programs.
- Maintain data-based documentation of continuous monitoring of students' performance and progress during interventions.
- Attend staff meetings and serve on staff committees as required.
- Other professional duties as assigned by the Superintendent or Principal.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

### **OTHER REQUIREMENTS:**

Satisfactory criminal background check.

**PERFORMANCE STANDARDS:**

- Ability to assess skills and needs (both initially and ongoing) of students within a school setting for the purpose of determining the kinds of professional development and strategies needed to bring about student achievement and gains.
- Mentors and coaches other teachers for the purpose of building capacity to teach and improve the instructor.
- Communicate effectively with students and parents regarding information, policies and procedures.
- Demonstrate the willingness and ability to work with people in a team environment.
- Ensure confidentiality of all student information.
- Maintain positive, cooperative and mutually supportive relationships with the Board, authorizer, students, parents, fellow teachers, co-workers and the community.

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# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## **JOB DESCRIPTION FOR ADMINISTRATIVE ASSISTANT**

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services

### **POSITION SUMMARY**

This position provides administrative support to the principal and staff in accordance with the school's vision, mission, and values.

### **QUALIFICATIONS:**

- High school diploma or equivalent. Some college coursework preferred
- Three (3) years minimum of related administrative secretarial experience
- Considerable knowledge of modern office procedures, equipment, and office management
- The ability to compose routine correspondence, as well as, proofreading and detecting errors in printed documents
- Written, typing and computer skills necessary for the creation and compilation of various documents, communications, and reports. Must be knowledgeable of Microsoft Office and Google
- Interpersonal skills necessary to deal effectively and tactfully with all levels of staff, parents, students, and others
- Required to communicate and process highly confidential information and handle problem situations in a tactful, courteous and respectful manner.
- Ability to work independently and exercise initiative, proper judgment, and proper discretion in performing administrative duties including handling confidential and sensitive information.

### **RESPONSIBILITIES OF POSITION:**

- Greet staff, students, parents, and visitors professionally.
- Accurately preparing communications, documents, records, and other materials in a timely manner
- Respond to internal and external requests in a timely manner
- Support secretary/receptionist/office assistant in maintain accurate and complete records and files
- Maintain an environment of professionalism and respect
- Maintain confidentiality of documents and information received

### **OTHER REQUIREMENTS:**

- Administer medication and basic first aid to children.
- Cooperatively perform any additional duties that are assigned by the assigned teacher, superintendent or principal.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and business grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry as may be required.

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**EMPLOYEE ACKNOWLEDGMENT:**

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# **Midwest School Services, Inc.**

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## **JOB DESCRIPTION FOR**

### **Food Service Worker**

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services

#### **Job Summary:**

The Food Service Worker will provide routine food preparation and assistance services throughout the food serving area.

#### ***Supervisory Responsibilities:***

- None.

#### ***Duties/Responsibilities:***

- Prepares and serves drinks and foods such as sandwiches, salads, and dressings according to customer specifications.
- Provides menu information and explanations of ingredients and preparation methods.
- Assists with food preparation as directed, operating food production equipment as required to complete tasks.
- Operates grill, broiler, or deep-fat fryer to prepare specific foods.
- Arranges table settings according to standard.
- Clears, cleans, and sanitizes tables.
- Maintains, cleans, and sanitizes workstations.
- Cleans and sanitizes dishes, utensils, pots, pans, and other containers and returns to appropriate location in the kitchen area.
- Refills condiments or other supplies.
- Follows all safety and sanitation guidelines and regulations to ensure quality food service.
- Performs other related duties as assigned by the Superintendent or Principal.

#### ***Required Skills/Abilities:***

- Ability to read and follow instructions.
- Good verbal communication skills.
- Ability to operate cooking and food preparation equipment.

- Understanding of proper food handling and sanitation procedures.

***Education and Experience:***

- Some high school coursework required.

***Physical Requirements:***

- Prolonged periods standing and walking.
- Must be able to access and navigate all areas of restaurant.
- Must be able to lift up to 25 pounds at times.
- May be required to work in excessive heat and cold in association with the kitchen environment.

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**EMPLOYEE ACKNOWLEDGMENT:**

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EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

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# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR BUS DRIVER

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services

### **QUALIFICATIONS:**

1. Valid State of Michigan CDL with the P and S endorsements.
2. Valid non-expired Medical Examiner's Certificate.
3. Safe driving record.
4. Un-expired Course Completion (white or green) Card.
5. Ability to read and interpret a map, establish and maintain proper conduct and safety of passengers on the school bus, accept/relate to students with a variety of exceptional needs.
6. Exercise good judgment and extreme caution while operating a school bus.
7. Remain calm in an emergency situation.
8. Knowledge of the proper application of first aid practices and procedures.
9. Recognize mechanical safety hazards in the bus.
10. Learn to designate order of pickup and drop off, modify bus routes, and prepare related reports.
11. Learn to operate a two-way radio using required codes.
12. Understand and carry out both oral and written instructions in an independent manner.
13. Meet the physical requirements necessary to perform the required duties safely and effectively.
14. Establish and maintain effective work relationships with those contacted in the performance of duties.
15. In addition to the above, the drivers assigned to ramp buses require the following:
  - a. Physical stamina and stature to load, unload, and secure wheelchair students.
  - b. Willingness to endure exposure to inclement weather.
  - c. Skill to operate electrical/manual lifts on ramp buses, knowledge of proper safety requirements of individual wheelchairs.

### **NATURE OF THE POSITION:**

Under the supervision of the Superintendent or the principal, the bus driver is responsible for transporting students to and from a variety of school sites and events and to assure their safety while passengers are in the school bus. Responsible for ensuring the safety of all passengers, including special education students, while operating the assigned bus and for ensuring the assigned bus is in a safe operating condition at all times. Drivers may be assigned to drive wheelchair or ambulatory buses.

### **RESPONSIBILITIES OF POSITION:**

- Drives a school bus safely in accordance with time schedules; transporting students to and from their homes, a variety of school sites, and on field trips as assigned.
- Oversees the loading and unloading of students, releasing students to authorized individuals; assures that safety belts are fastened.
- May operate a special ramp bus: loads and unloads students in wheelchairs on and off the bus, inspects wheelchair for operational safety and permits only properly functioning wheelchairs to load; operates ramp, assuring seatbelts are fastened, positioning of wheelchairs in bus, and secures the wheelchair.

- Maintains order and proper discipline of passengers: resolves disputes, documents, and reports severe disciplinary cases.
- Conducts established safety and operational inspection of assigned vehicle daily: assures maintenance of bus in safe and clean operating conditions: reports needed mechanical repairs, installs special safety belts, sweeps interior of bus and washes windows daily.
- Establishes drop off and pickup order of assigned students; confers with parents, supervisors, schedulers, and other staff regarding transportation needs, plots route on map, documents route, and adjusts route for new and/or dropped students.
- Monitors students with special health problems while on the bus: receives written or oral instructions, is aware and alert to any signs of difficulty following prescribed instructions and procedures, administers first aid, and call for emergency assistance if needed.
- Transports and delivers medication, personal belongings, messages and memos between parents and school staff; collects and returns students' personal property when entering and disembarking.
- Maintains a variety of records and reports including but not limited to mileage, routing, maintenance, and time schedules.
- Attends meetings, programs, and in-services training as assigned.
- Maintains current required licenses and certificates.
- Notifies appropriate individuals of any delays in scheduled route.
- Assists with other routes when breakdown or other unusual circumstances occur as assigned.
- Perform other related duties as assigned by the Superintendent or Principal.

#### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires extensive sitting, standing, and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

#### **OTHER REQUIREMENTS:**

Satisfactory criminal background check.

Must pass pre-employment drug and alcohol testing.

#### **PERFORMANCE STANDARDS:**

1. Demonstrates the willingness and ability to work with people in a team environment.
2. Maintain ongoing communication with supervisor, staff, and administrators related to job duties.
3. Maintain positive, cooperative, and mutually supportive relationships with the school's administration, teachers, students, and co-workers.
4. Implement schools' safety and security practices.
5. Ability to communicate effectively both orally and in writing with staff and public.
6. Ability to write legibly and neatly to complete reports such as incident reports or security logs.
7. Maintain flexibility in work hours/schedule based upon the school's operational needs.

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#### **EMPLOYEE ACKNOWLEDGMENT:**

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EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

DATE:

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# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR FOOD SERVICE WORKER/COUNTER ASSOCIATE

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Service, Inc

### **QUALIFICATIONS:**

1. High School diploma or equivalent.
2. Prior food service experience preferred.
3. Minimum two (2) year customer service experience.

### **NATURE OF THE POSITION:**

Perform a variety of duties relating to cafeteria-style service including greeting and servicing the customer, food preparation, stocking counters and steam tables, and maintaining sanitation standards. Customer services is a major function of the position.

### **RESPONSIBILITIES OF POSITION:**

1. Maintain proper food handling and safety standards while preparing foods, serving foods, and cleaning up.
2. Setting up for lunch; serving lunch quickly, neatly, and attractively.
3. Stock counters, displays, refrigerators, and steam tables neatly, accurately and in a timely manner per the established menu.
4. Displaying food under appropriate hot or cold standards.
5. Maintaining accurate portion control.
6. Keeping equipment clean and free of debris during meal services.
7. Greeting customers courteously.
8. Maintaining a professional appearance at all times in accordance with the Academy standards.
9. Other duties as assigned by the Food Service Coordinator, Superintendent, or Principal

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 30 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

### **OTHER REQUIREMENTS:**

Satisfactory criminal background check.

### **PERFORMANCE STANDARDS:**

- Establish and maintain work performance standards in line with those standards established by the Academy.
- Greet customers in a friendly, courteous, and respectful manner.
- Demonstrate the willingness and ability to work with people in a team environment.
- Maintain a positive, cooperative and mutually supportive relationships with the Academy Administration, teachers, students, and co-workers.



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(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR GSRP ASSOCIATE TEACHER

**REPORTS TO:** GSRP Director

**EMPLOYED BY:** Midwest School Services, Inc

### **QUALIFICATIONS:**

1. Associate degree in early childhood education or development is preferred.
2. Valid center-based pre-k CDA
3. Minimum of one (1) year of successful work experience working with young children in a group.
4. Must be at least 18 years of age.
5. Meet all requirements established by the Michigan Department of Human and Health Services (DHHS), as applicable.

### **NATURE OF THE POSITION:**

This position is responsible for the instructional program for the subject matter assigned. The Lead Teacher must provide students of the Academy's preschool program with instructional tools to develop skills required to successfully meet the State of Michigan education requirements. Scope of all authority includes all issues or concerns regarding educating children.

### **RESPONSIBILITIES OF POSITION:**

- Assist in daily activities.
- Assist in stimulating interest and creative abilities of the children to promote intellectual, physical, social, and emotional development.
- Assist in monitoring assigned group.
- Assist in maintaining a safe and orderly physical environment conducive to optimal growth and development of children.
- Assist in all mealtime activities.
- Understand and maintain goals and objectives of the Academy's preschool program.
- Conduct home visits as required.
- Attend staff meetings and all professional development.
- Perform other duties as assigned the GSRP Director, Superintendent or Principal.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

### **OTHER REQUIREMENTS:**

1. Satisfactory criminal background check.
2. Must have a valid Driver's license.
3. Must meet the DHS vaccination requirement(s).

### **PERFORMANCE STANDARDS:**

- Cooperate and professionally perform any tasks assigned that promote the Academy's mission statement.

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**EMPLOYEE ACKNOWLEDGMENT:**

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EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

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# Midwest School Services, Inc.

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(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR GSRP PRE-K DIRECTOR

**REPORTS TO:** ISD Supervisor and/or Superintendent of State Street Academy

**EMPLOYED BY:** Midwest School Services, Inc

### **QUALIFICATIONS:**

1. Valid State of Michigan Teacher Certification with a ZS or ZA endorsement
2. Bachelor's degree in Elementary Education
3. Master's degree in early childhood education or Child Development or related field.
4. Minimum of five (5) years of successful work experience in an early childhood setting.

### **NATURE OF THE POSITION:**

The Coordinator provides oversight and coordination of a GSRP/Head Start center. The coordinator will serve as the building point person to assure compliance with federal, state, and local regulations, policies, and procedures including the GSRP/Head Start Performance Standards and the Michigan Child Care Licensing requirements. The coordinator will interact with students, parents, teachers, and administrators to coordinate services. The coordinator will also provide on-going support for continuous quality improvement in teaching and student performance. Responsible for assessing, planning, and coaching for a developmentally appropriate early childhood program, which meets the social, emotional, intellectual and physical needs of children in the GSRP/Head Start program.

### **RESPONSIBILITIES OF POSITION:**

- Coordinates students, staff, and parents in daily program operations.
- Coaches and mentors' teachers in planning individual and group activities to stimulate growth in literacy, language, mathematics, science, social and motor skills, such as learning to respond to stories read aloud, listening to instructions, playing with others, using senses to explore and manipulate classroom materials and using play equipment.
- Implements coaching strategies with includes direct instruction, modeling teaching, suggestions regarding modifying the classroom environment, schedule or other factors that will improve teaching and learning.
- Assists the teachers in interpreting the development screenings and child observation assessments to determine each child's development. Data is used for planning instruction and reporting results to program administrators and parents.
- Assists in planning and providing professional development for GSRP/Head Start program staff.
- Conducts and participates as needed in staff and center team meetings.
- Participates in required professional development.
- Assures center compliance with federal, state, local, and school district regulations, policies, and procedures.
- Serves as the center director for licensing purposes.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

### **OTHER REQUIREMENTS:**

1. Satisfactory criminal background check.
2. Must have a valid driver's license.

3. Must be able to obtain Department of Human Services (DHS) approval, to pass a physical exam and to obtain a satisfactory criminal history check.
4. Must meet the DHS vaccination requirement(s).

**PERFORMANCE STANDARDS:**

- Maintains effective and appropriate communication with building staff, program staff, and program administrations as needed and required.
- Evidence of strong interpersonal skills and the ability to work as an effective team member.
- Evidence of accurate record keeping and data collection skills.
- Ability to utilize district technology, and work to maintain proficiency, as required skill sets change with technology and/or the needs of the district.
- Strong teamwork, interpersonal communication, and problem-solving skills.

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(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334

(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR GSRP PRE-K LEAD TEACHER

**REPORTS TO:** GSRP Director

**EMPLOYED BY:** Midwest School Services, Inc

### **QUALIFICATIONS:**

1. Valid State of Michigan Teacher Certification with a ZS or ZA endorsement
2. Bachelor's degree in early childhood education with specialization in pre-k teaching.
3. Minimum of three - five (3-5) years of successful work experience working with young children in a group.
4. Meet all requirements established by the Michigan Department of Human and Health Services (DHHS), as applicable.

### **NATURE OF THE POSITION:**

This position is responsible for the instructional program for the subject matter assigned. The Lead Teacher must provide students of the Academy's preschool program with instructional tools to develop skills required to successfully meet the State of Michigan education requirements. Scope of all authority includes all issues or concerns regarding educating children.

### **RESPONSIBILITIES OF POSITION:**

- Plan and conduct daily activities according to the interests and abilities of the children in assigned groups.
- Plan and conduct structured and unstructured activities in a variety of curricular areas, offering several choices each day.
- Stimulate interest and creative abilities of the children to promote intellectual, physical, social, and emotional development.
- Post weekly lesson plans.
- Maintain an orderly physical environment conducive to optimal growth and development of children.
- Observe and record significant individual and group behavior.
- Communicate with parents with respect to their child's development and behavior.
- Inform the Director of pre-k programs of any pertinent information related to parents and children.
- Understand and maintain goals and objectives of the Academy's preschool program.
- Assemble and bring snacks and lunch from kitchen to assigned classroom, supervise children at meal and snack times. Responsible for clean up after meal and snack times.
- Conduct home visits as required.
- Attend staff meetings and all professional development.
- Perform other duties as assigned by GSRP Director.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

### **OTHER REQUIREMENTS:**

1. Satisfactory criminal background check.
2. Must have a valid Driver's license.

3. Must meet the DHS vaccination requirement(s).

**PERFORMANCE STANDARDS:**

- Must have knowledge of child development.
  - Must have knowledge of early childhood experience.
  - Respond to all levels of supervision.
- 

**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

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I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

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EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR INSTRUCTIONAL PARAPROFESSIONAL

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc

**QUALIFICATIONS:** **Must meet at least one of the following:**

1. At least two (2) years of study at an accredited institution of higher education (minimum of 60 credit hours)
2. An associate degree (or higher)
3. Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - a. Knowledge of and the ability to assist in, instructing reading, writing, and mathematics; or
  - b. Knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate.
4. Passing scores of the MTTC:
  - a. Basic Skills; or
  - b. Professional Readiness
5. Passing ETS Parapro assessment with passing score of 460
6. Passing WorkKeys test

**NATURE OF THE POSITION:** This is a federally funded position and is contingent upon the continuation of grant funding. This position is responsible for providing aid to instructional staff in meeting the objectives of the instructional program.

**RESPONSIBILITIES OF POSITION:**

1. Provide one-on-one or small group tutoring.
2. Provide instructional support services under the supervision of teacher.
3. Provide monitoring services during testing sessions.
4. Assist with the Title 1 program: complete necessary paperwork for the Title 1 program.
5. Prepare the classroom for subsequent instruction.
6. Supervise pupils in learning center activities: computer lab, library, or media, etc.
7. Read to children, listen to children read, explain assignments to children, etc.
8. Respond to all levels of supervision.

**PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

**OTHER REQUIREMENTS:**

Satisfactory criminal background check.

**NON-CRITICAL COMPONENTS:**

1. Assemble materials, equipment and supplies for teacher and student use and store items after use.
2. Assist with bulletin boards, and decorations for special events for instructional purposes.



3. Provide special pupil assistance (i.e., drills with flash cards, learning games)
4. Attend in-service and/or staff development sessions as requested by the school principal.
5. Perform other duties as assigned.

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**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

---

I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

---

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334

(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR PHYSICAL EDUCATION/HEALTH TEACHER

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc

### **QUALIFICATIONS:**

1. Bachelor's degree with major in physical education. Masters preferred.
2. Valid State of Michigan Teacher Certification with MB endorsement (if teaching health must also have MA or MX endorsements)
3. Minimum 1-year physical education teaching experience, or student teaching experience if recent graduate.
4. Un-expired certificate in CPR and multimedia first aid.
5. Un-expired advanced lifesaving certificate.

### **NATURE OF THE POSITION:**

Position is responsible for creating a classroom environment that fosters, promotes and develops an understanding of the relationship of healthy body function and exercise; that motivates each student to cultivate physical fitness, and appropriate social and emotional adjustment; that discovers and develops the talents of students in physical achievement; and that develops strength, skill, agility, poise, and coordination in individual, dual and team physical activities and sports, in accordance with each student's ability.

### **RESPONSIBILITIES OF POSITION:**

- Works cooperatively with other physical education teachers in planning and implementing a balanced physical education program.
- Analyzes, demonstrates, and explains basic skills, knowledge and strategies of formal sports, games, rhythms, and fundamentals of body movement.
- Develops lesson plans and supplementary materials compatible with course standards.
- Establishes and maintains standards of student behavior to provide an orderly, productive environment in the physical education areas.
- Provides appropriate safety instruction and makes safety checks on equipment and field areas to ensure the overall safety of students.
- Evaluates academic and social growth of students, prepares report cards, and keeps appropriate records to include attendance reports, checklists, census forms, and other recordkeeping activities as necessary.
- Maintains control of storage and use of school property.
- Evaluates each student's growth in physical skills, knowledge and contribution in team sports.
- Communicates with parents and school counselor on student progress.
- Administers testing in accordance with state testing practices.
- Identifies student needs and cooperates with other professional staff members in assessing and helping students solve learning, health, and attitude problems.
- Develops and maintains a list of research material appropriate to the subject taught.
- Effectively use technology and resources for their class.
- High level of concentration and attention to detail.

**PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

**OTHER REQUIREMENTS:**

Satisfactory criminal background check.

**PERFORMANCE STANDARDS:**

1. Maintains professional competence by attending staff development programs, curriculum development meetings and other professional activities.
2. Participates in various student and parent activities which occur in school including student clubs and after-school activities.
3. Creates an effective learning environment through functional and attractive displays, bulletin boards, and activity/learning centers.
4. Maintain a clean and orderly work area. Floors, counters, tables should be kept clear of debris and clutter.
5. Performs any other related duties as assigned by the Superintendent or Principal..

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**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

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I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

---

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR PRINCIPAL

**REPORTS TO:** Superintendent

**EMPLOYED BY:** Midwest School Services, Inc

### **SUMMARY:**

The role of Principal will serve as the educational leader and chief administrator of the Academy, with the responsibility for implementing and ensuring adherence to policies, regulations and procedures of the Academy and Academy Board. Along with coordinating administrative oversight and planning all phases of instructional leadership for the school including educational programming, administration, budgetary, planning, discipline, and counseling services.

### **EDUCATION AND EXPERIENCE:**

1. Master's degree
2. A valid State of Michigan Administrator Certificate – or –
3. Obtain a School Administrator Permit (see Michigan Compiled Laws (MCL) [380.1246](#) and the [School Administrator Certification Code](#), R 380.102, require valid Michigan school administrator credentials (certificate or permit)
4. Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
5. Minimum of five (5) years of successful service in public schools (or equivalent)
6. Minimum of four (4) years of successful service in school administration preferred.

### **ESSENTIAL RESPONSIBILITIES:**

- Ensures that all students are supervised in a safe learning environment and provided instruction that meets and exceeds the State of Michigan Core Curriculum Content Standards, following the approved curricula and directives of the Academy.
- Provides leadership, management, and enforcement of effective and clear procedures for the operation and functioning of the Academy consistent with the philosophy, mission, values, and goals of the Academy including:
  - Instructional programs in the Core Curriculum Content Standards
  - Extracurricular activities
  - Discipline systems to ensure a safe and orderly climate
  - Program evaluation

- Emergency procedures
- Community and Academy relations
- Ensures compliance with all applicable laws, administration codes, Academy Board policies and regulations.
- Provides leadership to all staff in establishing programs and activities that will yield student enrichment, rewards and self-esteem enhancement.
- Ensures student discipline programs and procedures are implemented in accordance with the Academy's discipline policies.
- Checks teachers' lesson plans, grade books and/or grade distribution sheets, and attendance documents to ensure compliance with the standards of the Academy.
- Adheres to and implements all aspects of the Academy's performance management and appraisal policy; submits recommendations to Superintendent regarding personnel.
- Ensures staff participation in meaningful and engaging professional development activities.
- Ensures confidentiality of all student and Academy privileged information.
- Maintains a positive, cooperative, and mutually supportive relationship with the Academy Board, the University (authorizer), parents, and representatives of resource agencies within the community.
- Collaborates and communicates regularly with staff regarding personnel management, financial management, pupil accounting/scheduling, and facility/office operations.
- Participates in parent meetings and conferences and acts as intermediary between parents, teachers, and students to deal with a variety of needs or issues.
- Ensure completion of routine and required paperwork including attendance reports, test results, and licensing information for students, educators, staff, and school management.
- Ensures that necessary maintenance and repairs to the school property are performed.
- Collaborates with other principals and educators throughout the district to choose and develop curriculum and textbooks that align with local, state, and national standards.
- Performs other related duties as assigned.

#### **SUPERVISORY RESPONSIBILITIES:**

- Oversees the daily management of the school and office.
- Oversees education in the school, providing periodic observations and evaluations that are timely, constructive, and completed based on the timetables set by the school district.
- Recommendations for hiring staff for the school and presides over hearings that may be necessary to dismiss a staff member.
- Rewarding and disciplining employees, addressing complaints, and resolving problems.

#### **SKILLS:**

- Demonstrate excellence in working with students and their families.
- Strong leadership and organizational skills.
- Demonstrate knowledge and understanding of curriculum development and program evaluation, child growth and development, effective instructional strategies, classroom management, learning assessment, diagnosis and research related to learning.
- Ability to effectively use computer technology and various software applications for word processing, data management and telecommunications.

- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to communicate clearly and concisely both in oral and written form.
- Ability to perform duties with working knowledge of Academy requirements and Academy Board policies.

#### **LANGUAGE SKILLS:**

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations.
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

#### **MATHEMATICAL SKILLS:**

- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference and volume.
- Ability to apply concepts of basic algebra and geometry.

#### **OTHER SKILLS AND ABILITIES:**

- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Ability to apply knowledge of current research and theory in a specific field.
- Ability to establish and maintain effective working relationships with students, staff, and the community.

#### **OTHER REQUIREMENTS:**

Satisfactory criminal background check.

#### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk and hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision and distant vision. The noise level in this environment is quiet to loud, depending on the activity in the particular part of the day.

The demands of extended workdays (coverage of building activities and extra-curricular activities, etc.) require a high level of physical endurance. This job required the ability to handle and balance multiple demands at the same time. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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#### **EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

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I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

---

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR SPECIAL EDUCATION TEACHER

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc

### **QUALIFICATIONS:**

1. Bachelor's degree with major in a specific special education area. Masters preferred.
2. Valid Michigan Teacher Certification with the appropriate endorsement(s) for all subject area(s) being taught.
3. Minimum 1 year of work experience with special needs children.

### **NATURE OF THE POSITION:**

The Special Education Teacher's purpose is to coordinate and facilitate the implementation of curriculum and instruction for content area program for the purpose of increasing students' knowledge, understanding, and skills.

### **RESPONSIBILITIES OF POSITION:**

- Plans and implements purposeful and appropriate lesson plans that provide for effective teacher strategies and maximizes time on task.
- Creates a classroom environment conducive to learning by employing a variety of appropriate teaching strategies.
- Encourages student enthusiasm for the learning process and the development of good study habits.
- Utilizes research-based models, theories, and philosophies for teaching students with an array of disabilities within different placements.
- Assessing students with disabilities for identification and teaching.
- Using assistive technology devices to increase, maintain, or improve the capabilities of students with impairments.
- Developing, implementing, and evaluating individual education programs (IEP).
- Planning, organizing, scheduling, and conducting individual education program (IEP) team meetings, including parental and student participation.
- Preparing students with disabilities for transitions consisting of preschool to elementary through post-secondary environments and employment.
- Develops, in accordance with the Academy guidelines, reasonable rules of classroom behavior and appropriate techniques that are consistently applied.
- Takes all necessary and reasonable precautions to protect students, co-workers, equipment, materials, and facilities.
- Provides for the supervision of assigned student when circumstances require a brief absence from classroom.
- Implementing accommodations and modifications for classroom, district, and statewide assessments.
- Communicating, consulting, and collaborating with parents/guardians, other teachers, co-workers, administrators, and human services personnel.
- Provides progress and interim reports as required.
- Uses effective oral and written communication and expression.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**



Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

**OTHER REQUIREMENTS:**

Satisfactory criminal background check.

**PERFORMANCE STANDARDS:**

- Continues professional growth through workshops, seminars, conferences, committee meetings, department, and staff meetings/trainings.
- Works with administration in planning appropriate in-service training programs.
- Makes appropriate adjustments in the instructional program as required by student needs.
- Respects the confidentiality of records and information regarding students, parents, and the Academy in accordance with professional ethics, state, and federal laws.
- Performs a variety of student record-keeping and administrative duties including, but not limited to, student attendance records, academic grades, lesson plans, etc.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Other duties as assigned by administration.

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**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

---

I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

---

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR SUBSTITUTE TEACHER

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Service, Inc

### **QUALIFICATIONS:**

1. Must have minimum 60 college credit hours.
2. If assignment is in a core discipline area, must have a corresponding major on the transcript.
3. Bachelor of Education preferred.
4. Ability to communicate effectively both orally and in writing.

### **NATURE OF THE POSITION:**

To implement the instructional program, in the absence of the certified teacher, to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that the substitute teacher work collaboratively and communicate effectively with fellow teachers, students, parents, and co-workers.

### **RESPONSIBILITIES OF POSITION:**

1. Meeting and instructing assigned classes facilitating effective learning within the limits of the resources provided by the Academy.
2. Implementing through instruction and action the teachers lesson plans.
3. Establishing and maintaining a classroom environment conducive to learning by employing a variety of appropriate teaching strategies.
4. Maintain students' grades, assignments, and attendance.
5. Attending staff meetings, and trainings as applicable.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

### **OTHER REQUIREMENTS:**

Satisfactory criminal background check.

### **PERFORMANCE STANDARDS:**

1. Demonstrate interest in the work of the Academy and a strong commitment to moral values and dedication to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by the Academy.
3. Communicate effectively with students and parents regarding information, policies, and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Ensure confidentiality of all student and Academy privileged information.
6. Maintain positive, cooperative, and mutually supportive relationships with the Board, Authorizer, students, parents, fellow teachers, co-workers, and the community.
7. Other duties as assigned by the Superintendent or Principal.

---

**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

---

I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

---

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

# Midwest School Services, Inc.

27655 Middlebelt Rd. Suite 170 Farmington Hills, MI 48334  
(248) 313-2000 Fax: (248) 313-2009

## JOB DESCRIPTION FOR TEACHER

**REPORTS TO:** Superintendent or Principal

**EMPLOYED BY:** Midwest School Services, Inc

### **QUALIFICATIONS:**

1. Must have a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for the subject area(s) being taught.
2. Bachelor's Degree required; Master's Degree preferred.
3. Minimum 3 years teaching.
4. Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
5. Ability to teach and develop curriculum for assigned grade level(s).

### **NATURE OF THE POSITION:**

This position is responsible for fostering students' interest in education as well as academic development. The incumbent must possess a mastery command of the Michigan Academic Standards for their respective discipline and be a competent professional with in-depth knowledge of instructional best practices and educational methods and procedures specific to the secondary classroom.

### **RESPONSIBILITIES OF POSITION:**

1. Plan, prepare and deliver lesson plans and instructional materials that facilitate active learning and are in line with State of Michigan objectives and school-wide curriculum goals.
2. Use relevant technology to support and differentiate instruction.
3. Encourage and monitor the progress of individual students and use information to adjust teaching strategies.
4. Help individual students who are behind or struggling to learn content.
5. Collaborate with other Teachers to develop lesson plans and improve the overall learning process.
6. Communication with students and parents regarding student progress and/or needs.
7. Establish and communicate clear objectives for all learning activities.
8. Manage student behavior in the classroom by establishing and enforcing rules and procedures.
9. Maintain discipline in accordance with the rules and disciplinary systems of the school.
10. Understanding of how to use formative, summative, and interim assessment data to inform daily instruction.
11. Ability to create classroom assessments that effectively measure student proficiency levels as demonstrated by the Michigan Academic Standards.
12. Others duties as assigned by the Superintendent or Principal.

### **PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:**

Position requires frequent standing and walking throughout the building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 25 pounds. Ability to use senses - sight, hearing, smell, and touch. Ability to type; uses hand/eye coordination for typing and data entry.

### **OTHER REQUIREMENTS:**

Satisfactory criminal background check.

### **PERFORMANCE STANDARDS:**

1. Demonstrate interest in the work of the Academy and a strong commitment to moral values and dedication to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by the Academy.
3. Communicate effectively with students and parents regarding information, policies, and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Ensure confidentiality of all student and Academy privileged information.
6. Maintain positive, cooperative, and mutually supportive relationships with the Board, Authorizer, students, parents, fellow teachers, co-workers, and the community.

---

**EMPLOYEE ACKNOWLEDGMENT:**

This job description has been reviewed with me, and I have received a copy.

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I understand that the above are job requirements, and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

---

EMPLOYEE'S PRINTED NAME: \_\_\_\_\_

EMPLOYEE

(Signature)

DATE:

SUPERVISOR:

(Signature)

DATE:

## **EDUCATIONAL AND PERSONNEL SERVICES AGREEMENT**

**THIS EDUCATIONAL AND PERSONNEL SERVICES AGREEMENT** is made as of this 1st day of July, 2023, by and between **STATE STREET ACADEMY**, a Michigan public school academy established under Part 6A of the Michigan Revised School Code (“the Academy”), with offices located at 1110 State Street, Bay City, Michigan, 48706, and **MIDWEST SCHOOL SERVICES, INC.**, a Michigan for-profit corporation (“Midwest School Services”), with offices located at 3170 Old Farm Lane Commerce Twp., Michigan, 48390.

### **WITNESSETH:**

**WHEREAS**, the Academy is organized and operated under the Michigan Revised School Code and pursuant to a contract, dated July 1, 2023 (the "Contract"), issued by the Bay Mills Community College ("BMCC") Board of Regents (the “BMCC Board”) and has the powers, authority and duties established therein, 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; and

**WHEREAS**, Midwest School Services offers business, administrative, education support, and human resource services relative to the operations of public school academies and has the expertise, training, capacity and qualifications to perform the services contemplated under this Agreement; and

**WHEREAS**, the Academy's Board of Directors ("Academy Board") desires to contract with Midwest School Services for Midwest School Services to provide Services to the Academy on the terms and conditions contained herein; and

**WHEREAS**, Midwest School Services desires to provide such Services to the Academy on the terms and conditions contained herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:**

### **SECTION 1** **SERVICES AND RELATIONSHIP OF PARTIES**

A. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the Academy hereby contracts with Midwest School Services for the provision of educational, business, administrative, facility, and management services concerning operation and management of the Academy, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the “Services”). Midwest School Services agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

## B. PERSONNEL SERVICES

1.1 Personnel Services. Midwest School Services shall provide highly qualified personnel as necessary for Midwest School Services to perform the Services contemplated by this Agreement in accordance with the Academy's requirements and budget ("Personnel Services"), including personnel to perform the Business Services described in subsection 1.C. of this Agreement.

1.2 Personnel Requirements. Personnel assigned by Midwest School Services 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. Midwest School Services 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 applicable statutory and regulatory provisions.

1.3 Background Checks. Pursuant to the requirements of Sections 1230 and 1230a of the Revised School Code, the Academy shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by Midwest School Services under this Agreement to regularly and continuously work in any of the Academy's facilities or at program sites where the Academy delivers educational programs and services. To the extent authorized by law to access Criminal History Record Information (CHRI), the Superintendent assigned by Midwest School Services shall act on behalf of the Academy Board, with the Montcalm ISD, to comply with Sections 1230 and 1230a and shall comply with security, training, and other applicable provisions of the FBI's *Criminal Justice Information Services Security Policy* pertaining to noncriminal justice agencies. For purposes of this subsection, "security" includes: (a) maintaining CHRI in a physically secure location at the Academy (or encrypted if stored electronically) accessible only by authorized and trained individuals; and (b) maintaining a log of any dissemination of CHRI for an allowed purpose. For purposes of anticipated audit(s) by the Michigan State Police (MSP) Criminal Justice Information Center and/or the Federal Bureau of Investigation, the Board President, or its designee, shall securely maintain the following for each individual employed or assigned under contract on whom the Academy was required to perform a criminal background check: (i) Position Description (or at least the title of the position as identified on the "Affidavit for Assignment"); (ii) Affidavit for Assignment (a/k/a MSP-approved Red Light/Green Light letter); (iii) Live Scan Finger Print Consent Form; and (iv) Dissemination Log (if any authorized dissemination of CHRI has occurred).

Midwest School Services agrees that it shall not assign any of its employees, agents or other individuals to perform any Services under this Agreement where such individuals would regularly and continuously work in the Academy's facilities or program sites if such person has been convicted of any of the following offenses:

- (A). Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- (B). Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or

- (C). Any felony. Provided, that with prior written approval of the Superintendent of the Academy and of its Board of Directors an individual who has been convicted of a felony (other than a “listed offense” as defined above) and who is regularly and continuously providing Services under this Agreement at the Academy facilities or program sites may be permitted to perform such Services when, in the judgment of the Superintendent and Board of Directors of the Academy, that individual’s presence will not pose a danger to the safety or security of the Academy students or employees; or
- (D). Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code.
- (E). Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
- (F). Any other offense that would, in the judgment of the Academy, create a potential risk to the safety and security of students serviced by the Academy or employees (if any) of the Academy.

Before hiring or engaging an applicant for assignment at the Academy under this Agreement, Midwest School Services shall conduct an unprofessional conduct in a manner that mirrors the requirements of section 1230b of the Revised School Code that would apply in the event the Academy were hiring the individual, MCL 380.1230b. The Academy reserves the right to refuse Midwest School Services’ assignment of any individual, agent or employee of Midwest School Services to render Services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the Academy’s judgment, unfitness to perform Services under this Agreement.

Midwest School Services will provide all school volunteers with a policy and registration form, and implement procedures, for records checking of school volunteers through at least the Internet Criminal History Access Tool ("ICHAT") and Michigan's Sex Offender Registry ("SOR"). Midwest School Services shall ensure that all individuals approved to serve as volunteers at the Academy have undergone an ICHAT and SOR records check at least once per school year.

1.4 Independent Contractors. In the performance of Services under this Agreement, Midwest School Services (its agents, contractors and employees) shall be regarded at all times as performing Services as independent contractors of the Academy. Consistent with that status, Midwest School Services 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 Midwest School Services in providing Services under this Agreement.

1.5 Midwest School Services as Employer. All individuals whom Midwest School Services may select and assign to provide Services at the Academy under this Agreement will be employed solely by Midwest School Services. The Academy will not under any circumstances be regarded or considered to be the employer or joint employer of any such individuals. Midwest School Services shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom



Midwest School Services utilizes in connection with providing Services under this Agreement. Midwest School Services shall adopt, implement and maintain a performance evaluation system for all required personnel as required by applicable law. At the Academy's request, Midwest School Services may at its discretion consider the removal of any of the employees assigned to provide Services under this Agreement; provided, that this provision will in no way affect the right of Midwest School Services, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. Midwest School Services shall not include non-compete, no-hire, or similar provision in any contract that it executes with staff assigned in any capacity to perform services for the Academy pursuant to this Agreement.

Midwest School Services shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees or agents arising out of or resulting from Services performed under the terms of this Agreement. 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 Midwest School Services employee or agent. Midwest School Services employees 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. This provision does not limit or otherwise affect the Academy's responsibility to make payments for the Services in accordance with Section 2 of this Agreement. Midwest School Services shall pay all salaries, wages, benefits, and payroll to its employees assigned to the Academy irrespective of whether Midwest School Services receives an advancement of its costs or the payment of services from the Academy.

Midwest School Services acknowledges and agrees that it is solely and exclusively responsible for making the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons assigned by Midwest School Services to provide Services under this Agreement. No part of Midwest School Services invoiced fees 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. Midwest School Services shall be solely and exclusively responsible for any taxation consequences to it or its agents or employees as a result of Midwest School Services' engagement under this Agreement. Midwest School Services agrees to defend, indemnify and hold harmless the Academy from any and all such claims.

1.6 Limited Agents Under FERPA. Notwithstanding the foregoing, during the term of this Agreement, the Academy may disclose Confidential Data and Information (as defined in Section 4 of this Agreement) to Midwest School Services (its employees or agents) 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; Section 1136 of the Michigan Revised School Code, MCL 380.1136; 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.*; and the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d – 13200d-8; 45 CFR 160, 162 and 164. The Academy hereby designates Midwest School Services and its employees as agents of the Academy having legitimate educational interest such that they are entitled to access to educational records under FERPA.

1.7 Claims Relating to Midwest School Services' Employees/Subcontractors/Agents. Midwest School Services shall be responsible for answering, defending and/or resolving any and all claims arising out of the assignment and performance of the employees or agents it provides to carry out the Services under this Agreement.

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 Midwest School Services in connection with this Service Agreement.

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

1.8 Academy's Policies. Midwest School Services 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/seclusion & restraint with/of students;
- (B) Non-discrimination;
- (C) Child abuse and neglect reporting;
- (D) Sexual harassment;
- (E) Confidentiality of student records and student record information;
- (F) Blood borne 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, lock downs or evacuations).

A copy of the above policies has been provided to Midwest School Services by the Academy. Midwest School Services and the Academy will cooperate in orientation of Midwest School Services' employees to the above policies and in the conduct of Academy-specific orientation and training applicable to performance of Services under this Agreement.

1.9 Professional Standards. Midwest School Services 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. Midwest School Services represents that it has secured or will secure the necessary licenses, approvals, permits and regulatory authorizations to provide the Services contemplated in this Agreement.

C. **BUSINESS SERVICES**

1.10 Business Services. Subject to the terms and conditions contained herein, Midwest School Services will provide the following business services (the “Business Services”) to the Academy during the Term, as hereinafter defined:

- (A) Midwest School Services will prepare the Academy’s financial statements, annual and amended budgets, and other similar documents required for financial compliance and oversight purposes; provided, however that only the Academy Board has the authority to approve operating budgets and expenditures. The Academy is responsible for designating the Chief Administrative Officer of the Academy pursuant to the Uniform Budgeting and Accounting Act, MCL 141.422b. No owner, officer, director, employee, or agent of Midwest School Services shall be designated as the Chief Administrative Officer of the Academy within the meaning of the Uniform Budgeting and Accounting Act (2 PA 1968), MCL 141.422b(3).
- (B) Midwest School Services will provide bookkeeping and accounting services, as required by law and/or Contract.
- (C) Midwest School Services will provide accounts payable management; provided, however, that only Academy Board members properly designated annually by Academy Board resolution shall be signatories on Academy Board accounts. No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. Interest earned on Academy accounts shall accrue to the Academy. At no time will Academy funds be commingled or in any way subject to the dominion and/or control of Midwest School Services in connection with the performance of Midwest School Services’ accounting services.
- (D) Midwest School Services will provide qualified personnel to assure the Academy’s compliance with fiscal and other regulatory schemes and in meeting all associated reporting requirements.
- (E) Midwest School Services will provide qualified personnel to prepare appropriate and necessary federal and state program applications.
- (F) Midwest School Services will provide transportation consulting and transportation support services including, but not limited to, assisting in such matters as leasing buses, contracting for busing services, evaluating and assisting in potential bus purchases, ensuring that drivers are properly licensed and that vehicles are properly tested and registered.
- (G) Midwest School Services will assist the Academy in preparing applications for state aid anticipation loans and/or state aid bridge loans.

1.11 Recruitment of Students. The Academy will be responsible for marketing the Academy and for the recruitment of students. All marketing and development costs incurred by the Academy will be paid directly by the Academy, and Midwest School Services will not be required to pay for any costs or fees relating to the Academy's marketing or recruitment efforts. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of Midwest School Services.

1.12 Grant of Authority. The Academy's Board of Directors will grant to Midwest School Services all required authority and power necessary to undertake its responsibilities as described in this Agreement, except where such delegation of authority and power is prohibited by law. No provision of this Agreement shall interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

1.13 Recordkeeping and Reporting Requirements.

- (A) Midwest School Services will keep accurate financial records and provide monthly financial reports associated with the Services performed on behalf of the Academy (including a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances). Financial reports will be in a format mutually agreed upon between the Academy Board and Midwest School Services unless otherwise required by the Contract or applicable law and shall be in a form and format acceptable to the Academy Board and are to be provided to all Academy Board members not less than five (5) working days prior to the Academy Board meeting at which the information will be presented and discussed. Midwest School Services will also be responsible for retaining all financial records according to applicable state and federal requirements.
- (B) On an annual basis, Midwest School Services shall provide to the Academy Board at least annually all of the information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618(2), for the most recent school fiscal year for which that information is available. Within 30 days after receiving the information described in this subsection, the Academy Board shall make all of the information it receives from Midwest School Services under this subsection available through a link on the Academy's website homepage, 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.

- (C) Midwest School Services shall make information concerning its operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy Board as deemed necessary by the Academy Board in order for the Academy Board to fulfill its obligation under the Contract and subsection 503(6)(l) of the Code to make all information concerning operation and management of the Academy available to the public and to the BMCC Board in the same manner as is required by state law for school districts. Except as permitted under the Contract and applicable law, nothing in this Agreement shall restrict the BMCC Board's, the BMCC Charter Schools Office's ("BMCC CSO") or the public's access to the Academy's records.
- (D) Midwest School Services shall collect, maintain, and make available to Academy Board all of the information required under subsection 503(6)(m) of the Code for the Academy Board to fulfill its obligation to make specifically delineated information concerning operation and management of the Academy available to the public and to the Academy's authorizing body.
- (E) Midwest School Services will maintain the proper confidentiality of personnel, students and other records as required by applicable law and Section 3 of this Agreement.
- (F) All financial records will be made physically or electronically available to the Academy's Board of Directors, agents, or employees for inspection and/or copying, at the Academy's discretion.
- (G) Midwest School Services will, upon request of the Academy Board, but not less than quarterly, provide the Academy Board detailed statements at object level for ratification of all expenditures with an explanation of variances for Services rendered to or on behalf of the Academy. All finance and other records related to the Academy that are in the possession or control of Midwest School Services will be made available to the Academy, the Academy's independent auditor, or the BMCC CSO upon request, and Midwest School Services shall cooperate with said auditor. The Academy Board is solely responsible for selecting, retaining, evaluating, replacing, and compensating the independent auditor for the Academy. The Academy Board also shall be responsible: (a) for determining the budget reserve included in the Academy's annual budget and any budget amendments; and (b) for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount(s).
- (H) In addition to financial records, Midwest School Services will provide information to the Academy and its Board of Directors periodically, as requested by the Board of Directors of the Academy, sufficient in form and

substance to enable the Academy to monitor Midwest School Services' performance and the efficiency of its performance of the Services.

- (I) All financial, educational, and student records pertaining to the Academy are Academy property and such records are subject to Michigan's Freedom of Information Act. All such records must be stored, in physical form, on-site at the Academy's facility or directly accessible at the Academy facility. All records pertaining to teacher and administrator certification, as well as a copy of Midwest School Services' employee handbook, shall be maintained physically onsite or directly accessible at the Academy facility.

1.14 Unusual Events. Each Party agrees to notify the other immediately of any known health, safety or other violations of law, regulation, or the Contract, and of any anticipated labor, employee or funding problems, or of any other problems or issues that could adversely affect the Academy or Midwest School Services in complying with its responsibilities hereunder.

## **SECTION 2**

### **FEES AND REIMBURSEMENT**

2.1 Service Fees and Reimbursement. The Academy shall pay Midwest School Services the following fees as reasonable compensation for the Services Midwest School Services will provide to the Academy during the term of this Agreement. No portion of the compensation paid by the Academy to Midwest School Services 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. 2001-39, Rev. Proc. 2016-44, 2016-36 IRB 316, and Rev. Proc. 2017-13 (and as may be further amended), the Parties agree to renegotiate the service fees and reimbursement provisions of this Agreement as necessary to maintain the qualified use and tax-exempt nature of any Academy bond funded property. However, Midwest School Services may terminate this Agreement in accordance with Section 6 hereof if the Academy requests or demands a reduction in Midwest School Services' net service fees and reimbursement under this section without a corresponding reduction in Services to the Academy.

The Academy will pay to Midwest School Services an annual ESP Services Fee, not to exceed budgeted amounts approved by the Academy's Board of Directors, in the amount of nine percent (9%) of the Academy's state aid entitlement, as adjusted and/or pro-rated in compliance with the State School Aid Act.

The Academy acknowledges and agrees that Midwest School Services will under no circumstances be required to provide personnel or Services if the cost of same exceeds Board-approved budget limits.

2.2 Additional Services. Midwest School Services may, at the request of the Academy, provide additional services that the Academy's Board of Directors deems appropriate or necessary.

Should Midwest School Services be requested to provide such additional services, the Parties will negotiate a reasonable fee/compensation prior to the time that such services are rendered, and will execute a written addendum to this Agreement, subject to Section 8.5 herein, describing both the nature and extent of such services and the compensation to be provided to Midwest School Services.

2.3 Reimbursement of Expenses. Midwest School Services may, with prior Academy Board of Directors' approval, purchase fixed assets, including equipment, materials, and supplies, for the benefit of the Academy, the cost of which will be reimbursed by the Academy Board in accordance with this paragraph. Such equipment, materials and supplies shall be and remain the property of the Academy. Should Midwest School Services procure equipment, materials, or supplies on behalf of the Academy and paid for by the Academy, Midwest School Services will not include any added fees or costs with respect to the items purchased with the Academy's funds. Midwest School Services will at all times comply with the Revised School Code (including MCL 380.1274 and 380.1267) and all Board policies as if such purchases were being made directly by the Academy. All supplies, materials and equipment procured by Midwest School Services for the Academy shall be inventoried by an acceptable method of inventory and an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.

The Academy Board may approve the reimbursement of reasonable expenses incurred by Midwest School Services. Reimbursement will only be permitted under this Agreement for actual and direct expenses that are pre-approved by the Academy Board and paid by Midwest School Services to unrelated Parties, provided Midwest School Services submits an itemized accounting of all such expenses to the Academy's Board, along with any relevant documentation. No corporate costs or "central office" personnel costs of Midwest School Services shall be charged to, or reimbursed by, the Academy.

### **SECTION 3**

#### **CONFIDENTIALITY and DATA SECURITY**

3.1 Preservation of Covered Data and Information. Midwest School Services agrees that it shall observe the policies and directives of the Academy to preserve the confidentiality of Covered Data and Information (defined in Subsection 3.2 below) to the extent that Midwest School Services (its employees, subcontractors and agents) are permitted to access Covered Data and Information in the course of performing Services under this Agreement.

3.2 Definition of Covered Data and Information. Covered Data and Information (CDI) includes paper and electronic student education and/or medical record information supplied by the Academy and/or its students or parents/guardians to Midwest School Services and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA, and as incorporated into MCL 380.1136; "protected health information" as defined under HIPAA; "relevant records" as defined under Section 504; and social security numbers. CDI also includes any new records created and maintained by Midwest School Services under this Agreement using CDI.

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

3.4 Prohibition on Unauthorized Use or Disclosure of CDI. Midwest School Services (its employees, subcontractors and agents) agrees to hold CDI in strict confidence. Midwest School Services (its employees, subcontractors 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. Midwest School Services 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. Midwest School Services 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 Midwest School Services under this Agreement.

3.5 Return or Destruction of CDI. Upon termination, cancellation, expiration or other conclusion of this Agreement (or as required by applicable law), Midwest School Services (its employees, subcontractors and agents) shall return all CDI to the Academy.

3.6 Maintenance of the Security of Electronic Information. Midwest School Services (its employees, subcontractors 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 Midwest School Services.

3.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. Midwest School Services, within one day of discovery, shall report to the Academy any use or disclosure of CDI not authorized by this Agreement or in writing by the Academy. Midwest School Services' 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 Midwest School Services has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Midwest School Services has taken or shall take to prevent future similar unauthorized use or disclosure. Midwest School Services shall provide such other information, including a written report, as reasonably requested by the Academy. Midwest School Services shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

3.8 Remedies.



- (A) If the Academy reasonably determines in good faith that Midwest School Services 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 Midwest School Services to submit to a plan of monitoring and reporting; provide Midwest School Services with a thirty (30) 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 Midwest School Services describing the violation and the action it intends to take.
- (B) In addition, the Parties understand and agree that Midwest School Services is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that Midwest School Services 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.

3.9 Copyright. Midwest School Services shall advise and train at least annually the individuals assigned by Midwest School Services to perform services under the Agreement about copyright restrictions and requirements. Midwest School Services will also establish and implement a procedure to monitor copyright compliance and respond to inquiries from the individuals it assigns to perform services under this Agreement about copyright restrictions and requirements. If Midwest School Services fails to satisfy these responsibilities and the Academy is found to be in violation of any copyright restrictions or requirements, or if the Academy is alleged to be in violation of any such copyright restrictions or requirements, Midwest School Services agrees to indemnify and hold harmless the Academy against any such actions or claims brought by copyright holders.

3.10 Indemnity. Midwest School Services shall defend, indemnify, and hold the Academy harmless from all claims, liabilities, damages, or judgments involving a third Party, including the Academy's costs and attorney fees, which arise as a result of Midwest School Services' failure to meet any of its obligations under the data security provisions of this Agreement. Midwest School Services further agrees to indemnify the Academy to the extent stated above for all alleged violations of copyright, trademark, or patent rights which may be asserted against the Academy arising from or out of the Academy's use of Midwest School Services-provided products and Services under this Agreement.

3.11 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 Midwest School Services in writing. Within thirty (30) business days of receipt of such notice by Midwest School Services, the Parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the Academy deems necessary to bring the Agreement into compliance. 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 terminate this Agreement for cause in accordance with Section 6 hereof.

## **SECTION 4**

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## **INTELLECTUAL PROPERTY**

4.1 The Academy Board hereby agrees and acknowledges that in the course of the performance of this Agreement, the Academy may be exposed to certain confidential information or trade secrets of Midwest School Services including, but not limited to, know-how, technical information, 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 380.505(3), the Freedom of Information Act, any other law, and the Academy’s Contract with the BMCC Board, that any Intellectual Property communicated to or received or observed by the Academy shall be held in confidence and not disclosed to others without Midwest School Services’ prior written consent. All Intellectual Property disclosed to or observed or received by the Academy shall at all times remain the property of Midwest School Services and all documents together with any copies or excerpts thereof shall be promptly returned to Midwest School Services upon request. The provisions of this Section 4 shall survive the termination or expiration of this Agreement. The provisions of this Section 4 shall not apply to curriculum or other materials developed and paid for by the Academy or developed by Midwest School Services 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 Midwest School Services at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

4.2 Marks. Midwest School Services owns the title and all related rights regarding the names, logos, and trademarks for "Midwest School Services, Inc." The Academy owns the title and all related rights regarding the names, logos, and trademarks for “State Street Charter School Academy” and each of the Academy's school buildings. Each Party agrees it shall not use the names, logos, trademarks, mascots, emblems, and/or plaques of the other Party without that entity’s prior written approval.

## **SECTION 5** **LIABILITY, INSURANCE AND INDEMNITY**

### **5.1 Indemnification.**

a. Midwest School Services. Midwest School Services shall indemnify and hold the Academy (and its officers, trustees and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution, along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Agreement or the obligations of Midwest School Services or any of its employees or others for whom it is responsible in connection with the performance of the Agreement.

Midwest School Services shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of Midwest School Services’ agents, employees and subcontractors in connection with the performance of Services under this Agreement and agrees to defend and

indemnify the Academy from any and all such claims and/or judgments resulting from such acts or omissions.

The above promise of indemnity and defense shall not apply to liability which results from the sole negligence, wrongful act or breach of this Agreement by the Academy, its board members, officers, or employees (if any).

(b) Academy. To the extent permitted by law and without waiving any governmental immunities, the Academy shall indemnify and hold Midwest School Services harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution, along with attorney, expert and other professional fees, which result solely from the wrongful acts of Board members, officers, or employees (if any) of the Academy.

5.2 Workers' Compensation Insurance. Midwest School Services agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees, and to ensure that its subcontractors similarly maintain such insurance for any employees assigned by Midwest School Services to the Academy, 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 Midwest School Services or any of its subcontractors relating to performance of Services under this Agreement, Midwest School Services agrees to defend and hold harmless the Academy from such claims(s). Midwest School Services agrees to provide the Academy, upon request of the Academy, with certifications evidencing the required coverage.

5.3 General Insurance. Midwest School Services shall procure and maintain such policies of insurance as required by law, the Contract and/or the Michigan Universities Self Insurance Corporation (MUSIC) that, in any event, shall provide no less protection than comprehensive general liability and employment practices liability insurance, including specific coverage for acts of sexual molestation and abuse by its employees and agents, 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 Midwest School Services and the Academy against liability or claims of liability which may arise out of Midwest School Services' (including Midwest School Services' employees, subcontractors and agents) performance under this Agreement. Midwest School Services' insurance is separate from and in addition to the insurance the Academy Board holds and is required to obtain under the Contract. In addition, Midwest School Services 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 and that the policy shall not be changed, revoked or modified absent thirty (30) days' prior written notice to the Academy Board President and the BMCC Board. Not later than ten (10) days from the date both Parties have executed this Service Agreement, Midwest School Services shall provide the Academy with certificates of insurance evidencing all coverages and endorsements required hereunder. Midwest School Services agrees to name the Academy and Bay Mills Community College, and their respective officers, agents and employees, as additional insureds under said policy. Midwest School Services agrees that, in the event the BMCC Board modifies the level, type, scope or other aspects of required coverage, Midwest School Services shall undertake like and similar modifications within thirty (30) days of being notified of such change. The ESP's insurance is separate from and in addition to the

insurance the Academy Board is required to obtain under the Contract. The ESP's cost of procuring insurance coverage under the ESP Agreement is a corporate cost to be paid by the ESP.

5.4 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 Board members 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 Midwest School Services is made a Party to any litigation involving claims arising solely out of the acts and/or omissions of the Academy's Board members or employees (if any), the Academy will provide any reasonable assistance requested by Midwest School Services in the defense against such claims.

5.5 Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to, for purposes of this paragraph, as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Midwest School Services hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, Midwest School Services' preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by Midwest School Services or which arise out of the failure of Midwest School Services to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against Midwest School Services to enforce its rights as set forth in this Agreement.

## **SECTION 6**

### **TERM OF AGREEMENT AND TERMINATION DURING TERM**

#### **6.1. Term and Termination.**

- (A) The duration of the Agreement will be one year, beginning on July 1, 2023 through June 30, 2024, subject to earlier termination under this Agreement, if warranted. The maximum term of this Agreement shall not, in any event, exceed the length of the Contract.

- (B) Midwest School Services represents and warrants, as of the date of execution of this Agreement, that there are no known, asserted or unasserted, liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including any costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Agreement or the obligation of Midwest School Services, or any of its employees or others for whom it is responsible, in connection with the performance of the Agreement from July 1, 2017 through the date of execution.
- (C) If the Academy's Contract issued by the BMCC Board 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 terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties.

6.2 Reclamation of Property. Upon the conclusion of the Term or upon termination, and subject to Section 2.3. and 1.13(G), Midwest School Services shall have the right to reclaim any property or equipment it provided to the Academy, or receive payment for the depreciated cost of such equipment if same was purchased by Midwest School Services.

6.3 Termination Either Party may terminate this Agreement for cause prior to the conclusion of the Term if the other Party fails to remedy a material breach of this Agreement within thirty (30) days after receipt of a written notice of breach from the other Party.

- (A) A material breach on the part of the Academy includes, but is not limited to, failure to make payments to Midwest School Services as required by this Agreement.
- (B) A material breach on the part of Midwest School Services includes, but is not limited to: (1) failure to account for its expenditures or to pay operating costs (provided funds are available to do so); (2) inadequate performance of its obligations under the Agreement; and (3) any action or inaction by Midwest School Services that is not cured within 30 days of notice thereof which causes the Contract to be revoked, terminated, suspected, or reconstituted, or which causes the Contract to be put in jeopardy of revocation termination, reconstitution, or suspension by the BMCC Board is a material breach. The party claiming the material breach will determine whether the breach has been cured at the end of the thirty (30) day period. In the event there is a subsequent repeated breach of the same nature of which a party has received written notice under Section 6.3(a) or (b) above within the ninety (90) days following the date on which the initial breach was determined to be cured and written notice is provided detailing the repeated breach, there will be no cure period and the breach will be

considered an immediately terminable material breach. Any termination under this Section 6.3, however, is still subject to Section 6.5 herein.

6.4 Termination Due to Insolvency. This Agreement may be terminated by either Party in the event the other Party is declared bankrupt or insolvent, or if a receiver is appointed or any proceedings are commenced, voluntary or involuntary, by or against such Party under any bankruptcy or similar law and such status is not cured within sixty (60) days from its occurrence. Midwest School Services attests that none of the following has filed for bankruptcy protection within the last six (6) months, or any applicable preference period, whichever is longer, and shall notify the Academy Board in writing within 10 business days of any of the following filing for bankruptcy protection: (a) any principal or officer of Midwest School Services; or (b) Midwest School Services as a corporate entity, including any related organization(s) in which a principal or officer of Midwest School Services served as a principal or officer.

6.5 Effective Date of Termination. Any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another Educational Service Provider (“ESP”) (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid-school year is strongly discouraged and will be disapproved by the BMCC CSO absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school’s operations.

6.6 Condition Precedent.

- (A) The Parties acknowledge and agree that the effectiveness of this Agreement is expressly contingent on the continued validity of the Contract or the issuance, prior to expiration of the Contract, of a new contract by a new authorizer such that the Academy is able to continue operations without violating Michigan laws governing public school academies and without losing any necessary sources of funding.
- (B) Should the actions or omissions of Midwest School Services cause the Academy's Contract to be revoked, terminated or suspended, or should the actions or omissions result in the Academy receiving official notification from the Authorizer, State Superintendent, or other authorized body or official, which notification evidences the initiation or intent to initiate proceedings for the termination, revocation or suspension of the Contract, this Agreement may be terminated by the Academy without cost or penalty. Likewise, in the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education (“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 the Contract, 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 Midwest School Services shall have no recourse against the Academy or the BMCC Board for implementing such site closure or reconstitution..

6.7 Dispute Resolution. The Academy and Midwest School Services agree to act immediately and in good faith to mutually resolve any disputes that may arise 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. Any disputes that the Parties are not able to resolve within thirty (30) days after one Party provides the other Party with a written notice of default may be submitted to binding arbitration, which will be the sole and exclusive remedy for such matters. This provision does not restrict any Party's ability to terminate this Agreement in accordance with any applicable provision hereof. The arbitration shall be conducted in accordance with the Uniform Arbitration Act, 2012 PA 371, MCL 691.1681 – 691.1713, and rules of the American Arbitration Association by an impartial arbitrator knowledgeable and expert in Michigan and federal education law, seated in Kent, Ionia, or Montcalm Counties, Michigan, with such variations as the parties and arbitrators may unanimously accept. The final decision shall be a cause decision (written explanation). The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator to award reasonable attorney fees to the prevailing party and to make the determination as to which, if any, party qualifies as a "prevailing party."

6.8 Transition Services. In the event of termination of this Agreement for any reason by either Party prior to the end of the Agreement's term, Midwest School Services shall provide the Academy reasonable assistance for up to 90 days after the effective date of the termination to allow the Academy to transition to another educational services provider or self-management. However, the Academy will use its best efforts to limit the scope of any such post-termination assistance, which will be focused on ensuring a smooth transition between service providers or to a self-management model, and under no circumstances will Midwest School Services be required to provide onsite personnel for the Academy post-termination. This provision may not be construed to require Midwest School Services to continue providing the level of Services described in this Agreement without compensation. However, upon termination or expiration of this Agreement, or when this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Midwest School Services shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new ESP, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to Midwest School Services, if any; (v) the amount owed by Midwest School Services to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to

Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Midwest School Services to the Academy.

## **SECTION 7** **NON-DISCRIMINATION**

The Parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, pregnancy, age, height, weight, disability, marital status or veteran status.

The Parties further agree not to discriminate against any student or other recipient of Services under this Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and Services rendered under this Agreement. Breach of covenants recited in this Section shall be regarded as a material breach of this Agreement.

## **SECTION 8** **MISCELLANEOUS**

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

8.2 Section Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

8.3 No Waiver. No delay or omission by either Party hereto to exercise any right or power occurring upon any noncompliance, violation or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains the entire understanding of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings and negotiations. No amendment, change, waiver, modification or discharge hereof shall be valid unless: (a) it is in writing; (b) is executed by the Party against whom such change, waiver, modification or discharge is sought to be enforced; (c) complies with the Contract, specifically including Section 11.10 (Required Provisions for ESP Agreements), and the applicable BMCC CSO ESP policies; and (d) is submitted to the BMCC CSO within 10 days after such amendment for review and non-disapproval and is accompanied by the BMCC-required legal opinion.



8.6 Notices. Under this Agreement, if one Party is required to give notice to the other, such notice shall be deemed given if hand delivered or mailed by U. S. registered mail, return receipt requested, first-class, postage pre-paid and addressed as follows:

If to Midwest School Services:	President Midwest School Services, Inc. 3170 old Farm Lane Commerce Twp., MI 48390
With a copy to:	David Steinberg, Of Counsel Jaffe, Raitt, Heuer & Weiss, P.C., 27777 American Way Southfield, MI 48083
If to the Academy:	Board President State Street Academy Charter School 1110 State Street. Bay City, MI 48706
With a copy to:	Aimee R. Gibbs Dickinson Wright, PLLC 350 South Main Street Ann Arbor, MI 48404
If to the Authorizer:	Bay Mills Community College 12214 W. Lakeshore Dr. Brimley, MI 49715

8.7 No Assignment. Neither Party may assign or transfer either this Agreement or any obligation incurred hereunder. Any attempt to do so in contravention of this Paragraph shall be void and of no force and effect.

8.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if a court of competent jurisdiction may modify any provision of this Agreement such that it may be fully enforced, then that provision shall be so modified and fully enforced as modified.

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

8.10 Force Majeure. Any delay or failure of any Party (the “affected Party”) in the performance of its required obligations hereunder 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, including the Academy’s inability to make any required payments under this Agreement for reasons other than an act of government, 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; provided, further, that if such delay by Midwest School Services would materially impair the value of the services to be provided under this Agreement, the Academy may terminate this Agreement by written notice to Midwest School Services within fifteen (15) calendar days of receiving Midwest School Services’ notice of force majeure, in which event the Academy shall receive a refund of all monies paid hereunder for Services which Midwest School Services has failed to deliver.

8.11 No Third Party Rights. Except as provided in this Agreement, 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.

8.12 No Agency. Each of the respective Parties is entering into this Agreement and acting hereunder solely as an independent contractor and not as an agent or representative of the other Party.

8.13 Review by Independent Counsel. Each Party agrees that it has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

8.14 Governmental Immunity. Nothing in this Agreement is intended to, or shall be construed to, restrict the Academy Board from waiving its governmental immunity or to require the Academy Board to assert, waive or not waive its governmental immunity.

8.15 Bankruptcy Notification. Midwest School Services shall notify the Academy Board if any principal or officer of Midwest School Services, or Midwest School Services (including any related organizations or organizations in which a principal or officer of Midwest School Services served as a principal or officer) as a corporate entity, files for bankruptcy protection or, at the time this Agreement is executed, has filed for bankruptcy protection within the last five (5) years.

**SECTION 9**  
**AUTHORIZATION**

9.1 This Agreement is not final and valid unless first reviewed by the BMCC Board or its designee, which may disapprove this Agreement if contrary to the Contract or applicable law.

*[Signature page to follow.]*

9.2 This Agreement has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the Academy or Midwest School Services, as is respectively applicable.

**MIDWEST SCHOOL SERVICES, INC.**

**STATE STREET PUBLIC SCHOOL  
ACADEMY**


By: 

By: 

Its: President

Its: Board President

Dated: June 23, 2023

Dated: ~~June 23~~, 2023   
7/24/23

**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

**SCHEDULE 6**  
**PHYSICAL PLANT DESCRIPTION**

Physical Plant Description .....	6-1
Certificate of Occupancy .....	6-3
Floor Plan.....	6-4
Warranty Deed.....	6-5

## **SCHEDULE 6**

### **PHYSICAL PLANT DESCRIPTION**

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the “Proposed Site”) of State Street Academy (“Academy”) is as follows:

Address: 1110 State Street  
Bay City, MI 48706

Description: The subject property is located in the Saginaw-Bay City-Midland Metropolitan Statistical Area (“MSA”) and is situated on 3.94 acres. The building, which consists of 39,309 square feet, was built in 1950 and consist of three separate floors, with the redevelopment of the 1<sup>st</sup> and 2<sup>nd</sup> floors completed in September 2001. At that time, a new air conditioning system was installed, restrooms were upgraded, a new lighting ceiling grid was installed, new doors were installed, the property was upgraded to conform with the ADA, and various other improvements were completed. The school consists of approximately 30 classrooms (10 on each floor), administrative offices, restrooms, and ancillary areas. Asphalt parking is located on the side and rear. The construction is 3 stories concrete and brick with flat roof. Currently the school is utilizing all three floors.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-K to 10th Grade

Name of School District and Intermediate School District:

Local: Bay City School District

ISD: Bay-Arenac

3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals

must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

078905.000001 4864-4618-4300.1



# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

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

Building Permit No. LB019867  
Bay County Academy  
1110 State Street  
Bay City, Michigan  
Bay County

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

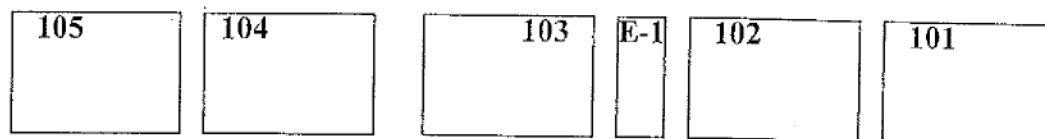
THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



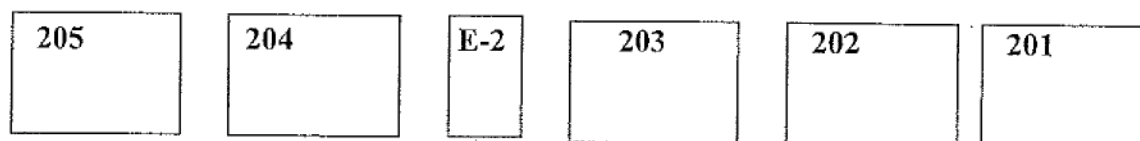
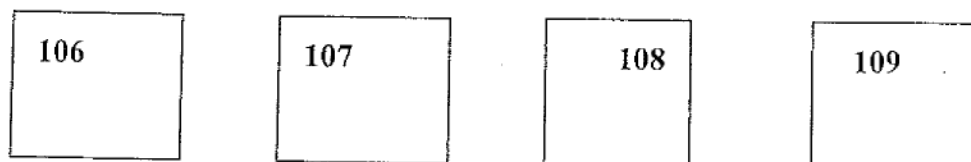
Larry Lehman, Chief  
Charles E. Curtis, Assistant Chief  
Building Division

September 23, 2004

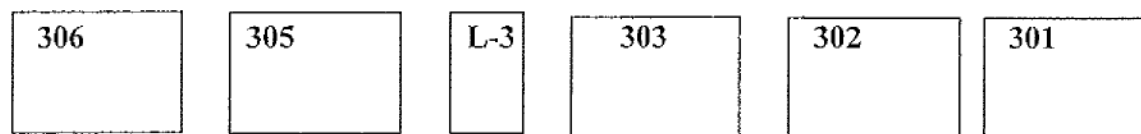
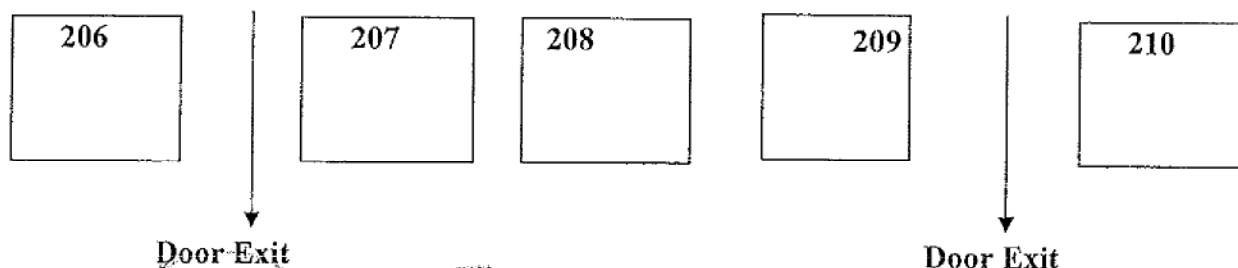
# Floor Plans



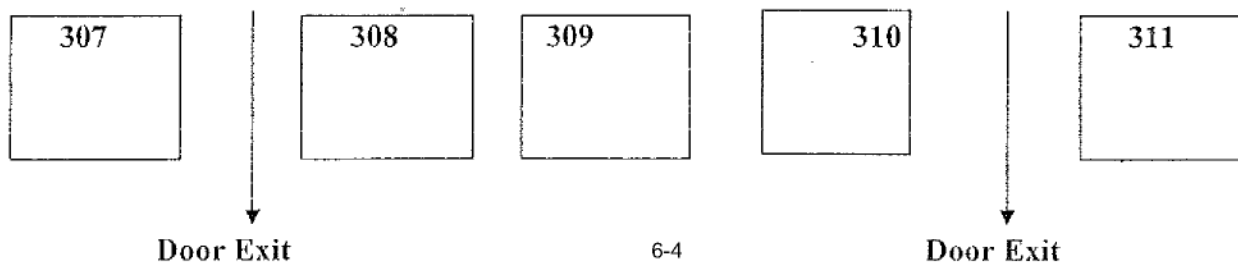
1<sup>st</sup> floor



2<sup>nd</sup> floor



3<sup>rd</sup> floor



CERTIFIED TRUE COPY



**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS: That BAYPON ACADEMY LEASING, LLC, a Michigan limited liability company, of 909 Washington Avenue, Bay City, Michigan 48708, CONVEYS AND WARRANTS to BAY COUNTY PUBLIC SCHOOL ACADEMY, a Michigan public school academy, of 1110 State Street, Bay City, Michigan 48706, the following described premises situated in the City of Bay City, County of Bay, and State of Michigan, to wit:

That part of the West 1/2 of the Northwest 1/4 of Section 16, Town 14 North, Range 5 East, City of Bay City, Bay County, Michigan described as: Commencing at the West 1/4 corner of said Section 16; thence North 79.35 feet along the West Section line to the intersection of the North line of Smith Street, if extended, and the West Section line; thence North 78°02'31" East, 33.73 feet along the North line of Smith Street, if extended, to the East Right-of-Way line of State Street; thence North 413.41 feet along the East Right-of-Way line of State Street parallel with the West Section line to the Point of Beginning; thence North 89°54'15" East, 273.00 feet to the East Right-of-Way line of Richter Street; thence North 195.24 feet along the East Right-of-Way line of vacated Richter Street to the South Right-of-Way line of vacated Sanson Street; thence South 89°59'52" East, 194.71 feet along the South Right-of-Way line of vacated Sanson Street; thence North 00°02'48" East, 342.60 feet along the Westerly line of Koczenasz Subdivision, as recorded in Plats, Liber 5, Page 15, Bay County Records, if extended, to the South Right-of-Way line of vacated Sanson Street; thence North 89°59'52" West, 50.00 feet; thence North 00°02'48" East, 3.87 feet parallel with said West line of Koczenasz Subdivision; thence South 89°40'37" West, 268.00 feet; thence South 159.00 feet parallel with the West Section line; thence North 89°40'37" East, 8.00 feet; thence South 61.00 feet; thence North 89°59'52" West, 28.00 feet parallel with the North line of vacated Sanson Street; thence South 75.00 feet to the North line of vacated Sanson Street; thence North 89°59'52" West, 130.00 feet to the East Right-of-Way of State Street; thence South 245.71 feet along said Easterly Right-of-Way line to the Point of Beginning;

Tax Parcel Id. No.: 09-13-16-151-028-00;

Commonly known as: 1110 State Street, Bay County, Michigan;


SUBJECT TO the matters set forth on Exhibit A attached hereto and made a part hereof;  
for the consideration of One (\$1.00) Dollar and other good and valuable consideration (Real Estate Transfer Tax Valuation Affidavit filed).

The Grantor grants to the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The Grantor intends to transfer to the Grantee the right to make all divisions, bonus divisions and redivisions of the property as the Grantor may have under the Act. The Grantor makes no representation or warranty regarding the number, extent or nature of the division, bonus division or redivision rights owned or transferred by the Grantor to the Grantee.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

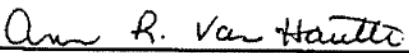
Dated this 29th day of October, 2003.

BAYPON ACADEMY LEASING, LLC, a Michigan  
limited liability company

By:   
STEPHEN M. WIRT  
Its Manager

STATE OF MICHIGAN       )  
                                  ) ss.  
COUNTY OF SAGINAW    )

On this 29th day of October, 2003, before me, a Notary Public in and for said County, appeared STEPHEN M. WIRT, a Manager of BAYPON ACADEMY LEASING, LLC, a Michigan limited liability company, who acknowledges that he has the authority to execute the above instrument and acknowledged that he executed same as his free act and deed on behalf of the company.

  
ANN R. VAN HAUTE, Notary Public  
Saginaw County, Michigan  
My Commission Expires: 6-2-2004

THIS INSTRUMENT DRAFTED BY:  
THOMAS R. LUPLOW, Esq. (P29134)  
BRAUN KENDRICK FINKBEINER P.L.C.  
4301 Fashion Square Boulevard  
Saginaw, Michigan 48603  
989/498-2100

AFTER RECORDING RETURN TO:  
DAWN FAXON SINGER, Esq. (P53309)  
DICKINSON WRIGHT PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, Michigan 48226-3425  
(313) 223-3500

### **Exhibit A**

1. As to vacated Sanson Street: Reservation and restriction in favor of the City of Bay City as recited in Liber 386, Page 393 and in Liber 406, Page 520.
2. As to vacated Richter Street: Reservation and restriction in favor of the City of Bay City as recited in Liber 846, Page 3.
3. Terms and conditions, rights, title and interests of the other owners of portions of the building partly located on the land and partly located on the other land in the party walls, roof, chimneys, fixtures and other appurtenances to the building susceptible to common use, whether or not they are located in whole or in part on the land or other land, as recited in Liber 1783, Page 652.
4. Lien of taxes and assessments not due and payable.
5. Rights, if any, of property owners (of Lots 16 & 17, Koczenasz Sub.) adjoining on the East, in and to that portion of insured premises lying between the Easterly property line and the fence inside said line, as shown by Survey prepared by Wade Trim, Inc., Job No. EMS 2691.01B.
6. Encroachment by 1 foot upon property adjoining on the South by a portion of a building on the insured premises as shown in Survey prepared by Wade Trim, Inc., dated May 9, 2001, Job No. EMS 2691.01B.

Exhibit A

Situated in the City of Bay City, County of Bay, State of Michigan, and more particularly described as:

That part of the West 1/2 of the Northwest 1/4 of Section 16, Town 14 North, Range 5 East, City of Bay City, Bay County, Michigan described as: Commencing at the West 1/4 corner of said Section 16; thence North 79.35 feet along the West Section line to the intersection of the North line of Smith Street, if extended, and the West Section line; thence North 78°02'31" East, 33.73 feet along the North line of Smith Street, if extended, to the East Right-of-Way line of State Street; thence North 413.41 feet along the East Right-of-Way line of State Street parallel with the West Section line to the Point of Beginning; thence North 89°54'15" East, 273.00 feet to the East Right-of-Way line of Richter Street; thence North 195.24 feet along the East Right-of-Way line of vacated Richter Street to the South Right-of-Way line of vacated Sanson Street; thence South 89°59'52" East, 194.71 feet along the South Right-of-Way line of vacated Sanson Street; thence North 00°02'48" East, 342.60 feet along the Westerly line of Koczenasz Subdivision, as recorded in Plats, Liber 5, Page 15, Bay County Records, if extended, to the South Right-of-Way line of vacated Sanson Street; thence North 89°59'52" West, 50.00 feet; thence North 00°02'48" East, 3.87 feet parallel with said West line of Koczenasz Subdivision; thence South 89°40'37" West, 268.00 feet; thence South 159.00 feet parallel with the West Section line; thence North 89°40'37" East, 8.00 feet; thence South 61.00 feet; thence North 89°59'52" West, 28.00 feet parallel with the North line of vacated Sanson Street; thence South 75.00 feet to the North line of vacated Sanson Street; thence North 89°59'52" West, 130.00 feet to the East Right-of-Way of State Street; thence South 245.71 feet along said Easterly Right-of-Way line to the Point of Beginning.

Tax Parcel Id. No.: 09-13-16-151-028-00

Commonly known as: 1110 State Street, Bay County, Michigan

DETROIT 27606-1 758696v02

**CONTRACT SCHEDULE 7**

**REQUIRED INFORMATION FOR**  
**PUBLIC SCHOOL ACADEMY**

## **SCHEDULE 7**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.



**SECTION A**  
**GOVERNANCE STRUCTURE**

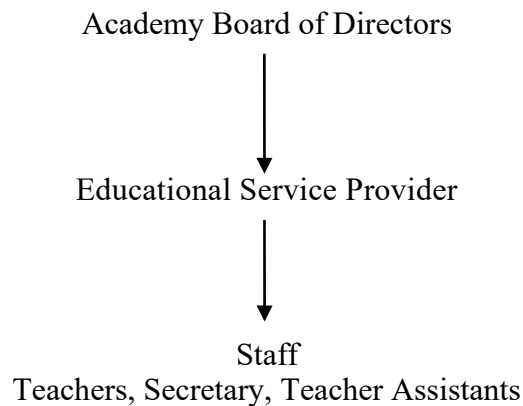
## **Schedule 7a**

### **Governance Structure**

The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of its contract and the applicable laws. The Bylaws further describe the Academy Board's governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The College Board establishes the initial number of board members to be five (5). The Academy Board shall have at least five, but no more than 9 members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the College Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy. A copy of the Academy's organizational chart is set forth below.



The State Street Academy Board of Directors currently consists of four (4) members. The Bay Mills Community College Board of Regents appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

Nominations and appointments of subsequent Academy Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board members are as follows:

<b>Name</b>	<b>Term Expiration</b>
Nicole LaRoche	6/30/2026
Ryan M. Lovely	6/30/2025
Thomas Peters	6/30/2026
Shanna S. Tackman	6/30/2025

**SECTION B**

**EDUCATIONAL GOALS**

Pursuant to Applicable Law and Terms and Conditions Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this Schedule 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

**Educational Goal to be Achieved:**

Prepare students academically for success in college, work, and life.

*To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, CSO will annually assess the Academy's performance using the following measures:*

**Measure 1: Student Achievement**

*The academic achievement of all students grades 2-10 will be assessed using the following metrics and achievement targets.*

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8 NWEA	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three* or more years will on average achieve scores equal to or greater than proficiency score identified by the State.
Grade 9 and 10 State Accountability Test for Grade 9 and 10 (PSAT and PSAT/NMSQT at Contract start date)	The average grade-level scores in reading and math as measured by State Accountability Test.	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by State.

\*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

## **Measure 2: Student Growth**

*The academic growth of all students in grades 2 through 10 at the Academy will be assessed using the following metrics and growth targets:*

Grades	Metrics	Growth Targets
Grades 2-8 (NWEA Test must be administered in fall and in spring)	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA.
Grade 9 and 10 (NWEA Test must be administered in fall and spring.	Growth made by students from fall-to-spring in critical reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA.	Students will on average achieve measurable fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA .

\*The measure of student growth is the most important, but not the only factor the College Board considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life. Some of the other factors considered are: the Academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

## **NWEA Achievement Targets**

Grade	NWEA Reading End-of-Year Target	NWEA Math End-of-Year Target
K	157.7	159.1
1	176.9	179.0
2	189.6	191.3
3	199.2	203.1
4	206.7	212.5
5	212.3	221.0
6	216.4	225.6

7	219.7	230.5
8	222.4	234.5
9	223	235
10	224	236

**SECTION C**

**EDUCATIONAL PROGRAMS**



## **SECTION C**

### **EDUCATIONAL PROGRAMS**

#### **STATE STREET ACADEMY EDUCATIONAL GOALS AND PROGRAM**

State Street Academy's curriculum will prepare students to solve problems, both individually and collaboratively, using critical thinking skills cultivated through comparative interdisciplinary study. Extensive access to technology as an authentic learning tool will enable our students to address unprecedented career challenges and global opportunities facing them in the 21<sup>st</sup> century.

**Goal 1: To empower students to learn by fostering their development as independent thinkers.**

##### **Objectives to realize Goal 1:**

The Academy will provide an academically rigorous curriculum

The Academy will provide "hands on" learning opportunities

The Academy will use constructivist teaching practices

The Academy will use technology and adaptive software to customize learning plans

**Goal 2: To have students solve problems, both individually and collaboratively, using teamwork and critical thinking skills.**

##### **Objectives to realize Goal 2:**

The Academy will use comparative and interdisciplinary study

Students will work in differentiated skill based learning groups

Students will have extensive access to technology as an authentic learning tool

**Goal 3: Enable students to achieve academic success by facilitating each student's learning style.**

**Objectives to realize Goal 3:**

The Academy will identify students' learning styles and create learning activities that are compatible

We will use various assessments to enable students to demonstrate their understanding of concepts and skills

Students will receive differentiated instruction based on their level of understanding and learning style

**Goal 4: Involve parents in their children's education.**

**Objectives to realize Goal 4:**

We will ensure parents feel encouraged to volunteer at the school

There will be opportunities for parents to volunteer and participate in school governance

The Academy will provide parenting classes on a variety of topics

The Academy will provide curriculum information and notices in parents' native language

Parents will be strongly encouraged to participate in conferences

**Goal 5: Offer support systems to facilitate learning.**

**Objectives to realize Goal 5:**

State Street Academy will offer high quality preschool education through the Great Start Readiness Program

SSA will offer high quality full day Kindergarten programming

SSA will offer after school tutoring opportunities

There will be more “time on task,” i.e., longer school day and school year

Non-academic goals will include community responsibility and social skills. Character Education and Leadership skills will be built into the curriculum. It is our goal to build students’ character by “doing.” Students will be taught personal and social responsibility by constructing their own knowledge and through hands-on activities. Sharing, cooperation, and respect are taught through collaborative activities and responsibilities.

Our goal is to develop problem solvers and life-long learners, not merely produce students who pass the state education requirements. Emphasis will be placed on students as peer educators.

### **Specific Educational Goals**

Academic achievement will increase for all students in the areas of math, science, English language arts, and social studies.

SSA will administer the NWEA assessments to all new students within 45 days of entry into the school to establish a baseline measurement. NWEA will be administered in the fall, winter, and spring of each year to determine academic progress. It is the goal of the Academy that the average performance on the assessment will increase by an average of one year’s growth equal to one year of instruction. Students who score at the 40th percentile or below are expected to attain 1.5 years of growth equal to one year of instruction.

### **Non-Academic Goals**

Majority of parents will attend parent/teacher conferences at least twice per academic year. Teachers will record conference participation; data will be reported annually on the Annual Education Report.

The Academy will collect annual parent surveys which will provide information necessary to conduct a needs analysis

**SECTION D**  
**CURRICULUM**

**CURRICULUM  
TO BE UPLOADED SEPARATELY**

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

## **SECTION E**

### **METHODS OF PUPIL ASSESSMENT**

The academic program for State Street Academy is designed to facilitate numerous learning strategies. Thus, the methods of student assessment will be varied in order to align with instructional approaches and individual learning activities in a given area. However, equal emphasis will be placed on mastery of “the basics” and on authentic assessment.

In addition to the tests called for by the State of Michigan, M-STEP, the Academy will carry out its own multiple assessment program characterized by the following:

- Pre and post-tests (NWEA) or other national standardized test.
- Criterion referenced tests in Reading/Language Arts, Mathematics, Science, and Social Studies.
- Formative assessment, including but not limited to, observations, exit tickets, questioning, etc.

These assessments will be used to evaluate the effectiveness of the school’s educational program in helping the students achieve desired outcomes and in measuring student performance relative to national norms.

The Academy will conduct ongoing student assessments to collect qualitative and quantitative data to benchmark school performance against national and international standards.

State Street Academy will administer all standardized achievement tests utilized by the School District.

### **Technology**

Our use of technology in class has the advantage of allowing frequent and convenient monitoring of the academic achievement of individual students, entire classes, and the whole school. Thus, our most frequent assessment will be the weekly reports of student performance generated by the MobyMax.

## **Portfolio and Performance-Based Assessment**

**Portfolios:** State Street Academy will rely heavily on student portfolios. These portfolios will document students' work, display a command of skills and content, and provide insight into the learning process over time. These portfolios will include a variety of student work samples, along with observations and evaluations of student learning and performance by the student, peers, school staff, and parents.

**Performance-Based Assessments:** Students will be assessed to determine their understanding of content taught in relation to the Michigan standards. These assessments require students to actively solve problems and apply knowledge through relatable, relevant competency based tasks/activities. These activities may include performance tasks, science experiments, dramatic or oral presentations, video productions, research, etc.

**Formative Assessment:** These assessments involve organizing the information a teacher collects regarding a child's learning process and achievements. Interpretations of these assessments will be used to individualize curriculum and instruction.

These methods of assessment are connected to students' lives and learning experiences and represent the real world challenges they will face.

In addition to authentic assessment strategies, more traditional teacher-developed tests will also be used.

The Academy will administer the standardized tests used by the school district to evaluate the effectiveness of the school's educational program on national norms and Michigan standards.

## **Basis For Promotion And Graduation**

The Academy believes that genuine self-esteem derives from a challenging job well done. To that end, our students will be promoted from one grade to the next only on the basis of mastery and application of knowledge and skills designated for a grade level.



Each student will have a personal learning plan. Technology will provide an instructional management program to record student progress. In addition to the teacher, the student and his or her parents will have access to the student's academic and behavior record. The Academy believes the effective assessment of progress should be available daily to students and parents through the Student Information System. Training will be provided to ensure families have a clear understanding of how they can access their child's information through the student information system.

State Street Academy believes in multi-faceted assessment of students' work. Assessment will include the state assessment program, including standardized tests, criterion referenced tests for the educational materials used, as well as artifacts and performances to provide authentic assessment of student work. The Academy expects to demonstrate improved student achievement on all measures and will report these to the public on an annual basis.

After school programs will be provided to students who need additional instructional assistance to keep pace with their peers. Properly trained teachers and/or instructional aides will supervise these tutoring sessions.

Promotion from one grade to the next grade will be based on mastery (70%) of predetermined academic knowledge and skills. The academic knowledge and skills in the Academy's educational program will be aligned with Michigan curriculum standards. Care must be taken to ensure connectivity of academic knowledge and skills from one grade to the next. For example, first grade essential skills must connect with second grade readiness skills.

## **Student Intervention**

Intervention will be provided in the classroom and/or intervention room for students. An early intervention is full day kindergarten. Many students, especially from disadvantaged homes, have to make up for the lack of exposure to cultural activities, ranging from magazines and books in the home to attendance at cultural activities in the community. Students from disadvantaged homes often have phoneme deficiencies that hinder their language patterns and their readiness to read. Full day kindergarten, coupled with the longer school day, equivalent to thirty-three additional school days, provides additional time for students to compensate for readiness for school, academically and socially.

After school tutoring will be available to students identified by their teachers as needing additional instructional assistance in basic skills. All students have access to this program.

Beyond these strategies, the school will provide multiple curriculum nights throughout the year for parents/guardians to experience the academic content that their children will experience and create a model to emphasize open communications between parents, staff, and students.

A direct correlation exists between student achievement and parental involvement in a child's education. The school will provide opportunities for parents to be actively involved in their children's education and in their children's school. A crucial component of parent involvement requires that they know that they are welcome partners in their child's effort to exceed his or her potential.

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## Application and Enrollment Requirements

### State Street Academy

#### **Enrollment Limits**

The Academy will offer pre-kindergarten through tenth grade. The maximum enrollment shall be 300 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

#### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- 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 public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. However, the Academy may not provide a preference to children of Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

### **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- 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 next application 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.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

### **Legal Notice**

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
  - A. The process and/or location(s) for requesting and submitting applications.
  - B. The beginning date and the ending date of the application period.
  - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

### **Re-enrolling Students**

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
  - A. The number of students who have re-enrolled per grade or grouping level.
  - B. The number of siblings seeking admission for the upcoming academic year per grade.
  - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
  - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

### **Random Selection Drawing**

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



## **SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

### School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

### School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

## **SECTION 7h: AGE OR GRADE RANGE OF PUPILS**

The Academy will enroll students in pre-kindergarten through tenth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1 of a school year. If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.