

*LAKE SUPERIOR STATE  
UNIVERSITY BOARD OF  
TRUSTEES*

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

ISSUED BY

**LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES**  
(AUTHORIZING BODY)

TO

**GRAND TRAVERSE ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

July 1, 2021

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**AUTHORIZING RESOLUTION  
AND  
RESOLUTION**



**RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY  
BOARD OF TRUSTEES ON JANUARY 22, 2021**

On motion by ms. Patricia Caroso and second by Dr. Mark Mercer,  
the following resolution was adopted unanimously:

**WHEREAS**, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system; and

**WHEREAS**, under the Revised School Code, the Lake Superior State University Board of Trustees (“University Board”), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

**WHEREAS**, on September 25, 2015, the University Board issued to **Grand Traverse Academy** (the “Academy”) a Contract extension to Charter a Public School Academy (the “Current Contract”) with a term through June 30, 2021; and

**WHEREAS**, the Current Contract will expire on June 30, 2021 and the Academy has asked the University Board to issue a new contract to charter a public school academy; and

**WHEREAS**, in addition to other Revised School Code requirements, the University 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 to the Academy a new contract to charter a public school academy; and

**WHEREAS**, the University Charter Schools Office (the “CSO”): (1) has evaluated and assessed the Academy’s operation and performance related to the Current Contract, (2) determined that the Academy has satisfied the conditions that the University Board and the CSO have established; (3) determined that the Academy’s academic achievement for all groups of pupils as measured by assessments and other objective criteria is satisfactory; and (4) recommends that the University Board issue a new contract to charter a public school academy to the Academy.

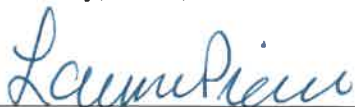
**NOW, THEREFORE, BE IT RESOLVED:**

1. The University Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
  - a. The University Board approves the form of the Contract and related documents as submitted to and reviewed by the University Board;

- b. The University Board approves and authorizes the issuance of the Contract and related documents and authorizes the Lake Superior State University President (the "President") to execute the Contract and related documents issued by the University Board to the Academy, provided that, before execution of the Contract, the University President or his designee affirms the following:
- i. all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and applicable law;
  - ii. the Academy has submitted all due diligence and other information required by the CSO Officer and the University Board's legal counsel and the CSO Officer is satisfied that the Academy will be able to operate successfully;
  - iii. the Contract term does not exceed seven (7) years and ends not later than June 30, 2028; and
  - iv. the Contract for the Academy is substantially similar to the charter contract reviewed and approved by the University Board on this date, with the only changes being those made by the CSO, in consultation with the University Board's legal counsel, that are in the University Board's best interest.

2. This resolution shall be incorporated in and made part of the Academy's Contract.

I, the undersigned, as Secretary of the Lake Superior State University Board of Trustees, do hereby certify the foregoing resolution was adopted by the Lake Superior State University Board of Trustees at a public meeting held on the 22nd day of January, 2021, with a vote of 8 for, 0 opposed, and 0 abstaining.

Signature: 



# LAKE SUPERIOR STATE UNIVERSITY

## PUBLIC SCHOOL ACADEMY AND SCHOOL OF EXCELLENCE BOARDS OF DIRECTORS: METHOD OF SELECTION AND APPOINTMENT

The Lake Superior State University Board of Trustees declares that the method of selection, length of term, and number of board members of a public school academy (PSA) or school of excellence (SOE) shall be as follows.

### Method of Selection and Appointment

The Lake Superior State University Board of Trustees (“Board”) shall prescribe the methods of appointment for members of an academy’s board of directors. The director of the charter school office is authorized to develop and administer an academy board selection and appointment process that includes a *Public School Academy Board Application* and is in accord with these policies:

1. The Board shall appoint the initial and subsequent academy board of directors. The director of the charter school office shall recommend nominees to the Board based upon a review of the *Public School Academy Board Application* and interview of candidates.
2. The academy board of directors, by majority vote, shall nominate its subsequent members. The academy board of directors shall recommend to the Board at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Application* for review by the charter school office. The charter school office shall interview all new applicants.
3. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with approval of the Board’s chair, the director of the charter school office may appoint a qualified individual to an academy’s board of directors. All appointments made under this provision must be presented to the Board for final determination at its next regularly scheduled meeting. The Board reserves the right to review, rescind, ratify or approve any appointments made under this provision.

### Length of Term

The term of each position of the academy board of directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board of directors which shall be staggered one (1), two (2), and three (3) year terms. All appointments shall be for a period of three years, except appointments made to fill the positions of the initial academy board of directors, an appointment made to complete the unexpired term of a vacant position or appointments made to give effect to the requirement for staggered terms.



### Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9).

### Prerequisite Qualifications of Members

Before individuals become members of an academy's board of directors, the nominee must: (a) be recommended by a majority vote of the academy board; (b) submit the *Public School Academy Board Application* which must include authorization to process a criminal background check; (c) be recommended for appointment by the charter school office; (d) be appointed by the Board or its designee; (e) take the oath of office; (f) sign the *Oath of Public Office*.

The members of the academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a Lake Superior State University official or employee, as a representative of Lake Superior State University. At least one member of the academy board must reside in the local community. Academy board members must be citizens of the United States of America.

### Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the Oath of Public Office. The oath and acceptance of office must be on file with the University Charter Schools Office within ten (10) days of signing.

### Board Training

The Board of Trustees notifies the PSA and SOE boards that participation by Board Members in board training annually is a criterion for renewal of charters by the LSSU Board of Trustees.

Note: These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. The charter school office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

### LSSU Board Approval:

Signed: Jenny Kronk  
Jenny Kronk, Chair, Board of Trustees

Date April 27, 2012  
April 27, 2012

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2021**

**ISSUED BY**

**THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES**

**TO**

**GRAND TRAVERSE ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF  
GRAND TRAVERSE ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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Exhibit A  
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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 Lake Superior State University Board of Trustees 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 University 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 Grand Traverse 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 University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.



- (e) “Authorizing Resolution” means the Resolutions adopted by the University Board on January 22, 2021.
- (f) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University 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) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the 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.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools 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.

- (o) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing 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 or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “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 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.
- (q) “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 Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (r) “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 financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools 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.
- (s) “President” means the President of Lake Superior State University or his or her designee.
- (t) “Resolution” means the resolution adopted by the University Board on April 27, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

- (u) “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.
- (v) “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.
- (w) “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.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2021, Issued by the Lake Superior State University Board of Trustees to Grand Traverse Academy Confirming the Status of Grand Traverse Academy as a public school academy.”
- (z) “University” means Lake Superior State University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 380.501.
- (aa) “University Board” means the Lake Superior State University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Lake Superior State University Board of Trustees or his or her designee. In Section 1.1(cc) below, “University Board Chairperson” means the Board Chairperson of the Lake Superior State University Board of Trustees.
- (cc) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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 University 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 UNIVERSITY BOARD

Section 2.1. Constitutional Status of Lake Superior State University. The University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University 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 University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University. 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 University Board, or the University. Neither the full faith and credit nor the taxing power of the

State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

### **ARTICLE III**

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

Section 3.1. University Board Resolutions. The University Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The University 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 anytime and at its sole discretion, the University Board may amend the Resolution. Upon University 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. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University 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 University 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 University Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University 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. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University 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 University 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. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction to the Charter Schools Office for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in

the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University Board. The Academy shall seek a new contract by making a formal request to the University Board in writing at least two years prior to the end of the current Contract Term. The University 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 University 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 University Board as the most important factor of whether to issue or not issue a new contract. The University 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 University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## 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 University 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 University official, employee, or paid consultant, as a representative of the University; 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 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 the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the 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 applicable. 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 University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the 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 Charter Schools Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the Charter Schools Director of the contract amendment shall include a determination by the Charter Schools Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the Charter Schools Director of a positive recommendation. If the University 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 University 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 University or the University 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 University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University 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.

Section 6.17. 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 6.18. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

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

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

Section 9.2. Process for 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 University Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University 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 University Board delegates to the Charter Schools 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 University 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 University Board or the Charter Schools Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University Board.

Section 9.5. 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 University 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 University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

### **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 University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) 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 University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy 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 University 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 University 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 University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Director 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 Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The University Board's revocation procedures set forth in Section 10.6(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 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 Director shall present the Academy Board's request for termination to the University 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 University Board shall consider and vote on the proposed termination request. The University 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 University Termination of Contract. The University 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 University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Director shall provide notice of the termination to the Academy. If during the period between the University 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. University Board Procedures for Revoking Contract. The University Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Charter Schools 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 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 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 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 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 Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools 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 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) University Board's Contract Reconstitution Provision. The Charter Schools 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 prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Charter Schools 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 Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools 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 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 University 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 Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Charter Schools 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 Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. 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 University Board.

(g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University 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 University Board's process for suspending the Contract is as follows:

(a) The Charter Schools Director Action. If the Charter Schools 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 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 University Board after a decision by the Charter Schools Director to suspend the Contract, may be retained by the University 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 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 University 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. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole 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 provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend 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 University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University 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 Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools 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.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as

described in the Michigan Department of Education’s Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy’s budget shall be submitted to the Charter Schools Office.

- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> of each school fiscal year, shall transmit to the Center for Educational Performance and Information (“CEPI”) the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
  - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
  - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
  - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy’s website.



- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

| <b>M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS</b>  |  |
|--|--|
| <b>for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) &amp; Schools of Excellence (SOE)</b> |  |
| NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better  |  |
| <b>EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011</b>   |  |
| <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 University 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>University 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>  | <p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse &amp; Molestation coverage.</p> <p>Must include Directors' &amp; Officers' coverage.</p> <p>Must include School Leaders' E&amp;O.</p> <p>Can be Claims Made or Occurrence form.</p>   |

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|--|---|
|  | If Claims Made, retroactive date must be the same or before date of original University-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.   |
|  | University 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

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

| <b>COVERAGE</b>  | <b>REQUIREMENTS</b>   |
|--|---|
| <b>Automobile Liability (AL) for Owned and Non-Owned Autos</b> | \$1,000,000 per accident.<br>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.<br>University must be included as Additional Insured with Primary and Non-Contributory Coverage. |
| See Umbrella section for higher limit requirements.            | Higher limits are required if PSA/SDA/UHS/SOE has its own buses.  |

| <b>COVERAGE</b>  | <b>REQUIREMENTS</b>   |
|--|---|
| <b>Workers' Compensation</b>   | Must be Occurrence form.<br>Statutory Limits with \$1,000,000 Employers Liability Limits.   |
| 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.<br>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 |

| <b>COVERAGE</b> | <b>REQUIREMENTS</b>  |
|-----------------|--|
| <b>Crime</b>    | Must include Employee Dishonesty coverage.<br>Must include third party coverage.<br>\$500,000 limit. |

| <b>COVERAGE</b> | <b>REQUIREMENTS</b>   |
|-----------------|---|
| <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 |

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|--|---|
|  | 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. |
|  | University 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

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

**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 University and M.U.S.I.C. 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.*

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

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 have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal "Acord" copies of the insurance certificate of liability insurance and public

school academy insurance verification document to the Charter Schools Director, or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University 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.

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  |
|   | University 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 University-PSA contract</b>  |
|   | \$1,000,000 per occurrence & \$3,000,000 aggregate   |
|   | PSA must be included as First Named Insured  |
| University must be included as Additional Insured with Primary Coverage |  |
| COVERAGE  | REQUIREMENTS   |
| <b>Automobile Liability (AL)</b>  | \$1,000,000 per accident   |
| <b>for Owned and Non-Owned Autos</b>                                    | PSA must be included as First Named Insured  |

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|--|--|
|  | University 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>University 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 University’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. 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 University Board, the University or any other authorizing body, or to enter into a contract that would bind the University Board or the University. The Academy also is limited in its authority to contract by

the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University Board, the University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University Board and the University 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 University Board or the University, or any of its Trustees, 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 University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments 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 real estate leasing 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 Lake Superior State University. The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless the University from and 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 the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the Lake Superior State University Board of Trustees’ approval of the Academy’s application, Lake Superior State University

Board of Trustees' consideration of or issuance of a Contract, the [insert name of Educational Service Provider's] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the [insert name of Educational Service Provider], or which arise out of the failure of the [insert 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 the University, Lake Superior State University Board of Trustees 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 Lake Superior State University Board of Trustees is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or 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. [Insert name of 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 Lake Superior State University Board of Trustees. 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 [insert name of 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 [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution."



“Compliance with Section 12.17 of Contract Terms and Conditions. [Insert name of 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 for 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.

Section 11.13. K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board shall comply with section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices and filings required under section 1280f, MCL 380.1280f, are timely completed. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

## 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 University Board: Charter Schools Office Director  
Lake Superior State University  
650 W. Easterday Avenue  
Sault Ste. Marie, MI 49783

If to Outside Counsel: Jason T. Hanselman  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, Michigan 48933

If to Academy: Academy Board President  
Grand Traverse Academy  
1245 Hammond Road East  
Traverse City, Michigan 49686

If to Academy Counsel: Kerry Lee Morgan  
Edelson Building, Suite 200  
2915 Biddle Avenue  
Wyandotte, MI 48192

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 University 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 University 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 7 years until June 30, 2028, 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 University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of 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 University 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 University.

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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 University 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 University;

(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 University.

(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 University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to 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 University Board, University, 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 impose 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:

(a) 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;

(b) 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

(c) 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.

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



**LAKE SUPERIOR STATE UNIVERSITY  
BOARD OF TRUSTEES**

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

Date: July 1, 2021

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.

**GRAND TRAVERSE ACADEMY**

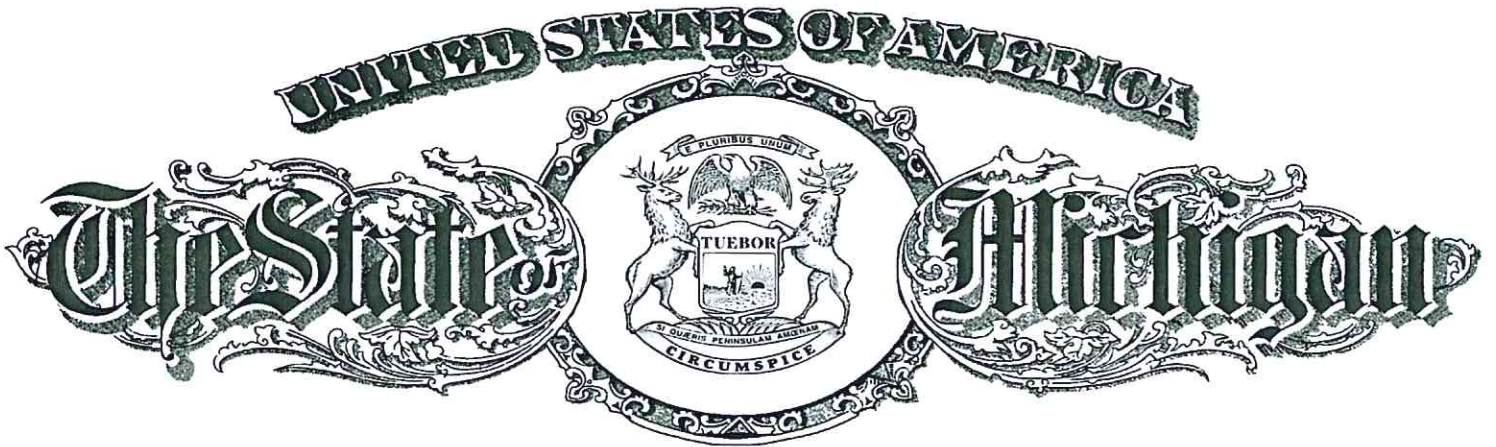
By: \_\_\_\_\_  
\_\_\_\_\_, Academy Board Designee

Date: July 1, 2021



**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**GRAND TRAVERSE ACADEMY**

*was validly Incorporated on December 23 , 1998 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: 20104151020

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 14th day of October , 2020.*

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

# *Michigan Department of Consumer and Industry Services*

## *Filing Endorsement*

*This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT  
for  
GRAND TRAVERSE ACADEMY*

*ID NUMBER: 760683*

*received by facsimile transmission on November 27, 2002 is hereby endorsed  
Filed on November 27, 2002 by the Administrator.*

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



*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 27th day  
of November, 2002.*

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

*, Director*

*Bureau of Commercial Services*

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

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

Name

Kaye Mentley Grand Traverse Academy

Address

1245 Hammond Road East

City

Traverse City

State

MI

Zip Code

49686

EFFECTIVE DATE:

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

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

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

1. The present name of the corporation is:  
Grand Traverse Academy

2. The identification number assigned by the Bureau is:

760-683

3. All former names of the corporation are:

4. The date of filing the original Articles of Incorporation was: December 23, 1998

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

**ARTICLE I**

The name of the corporation is:

GRAND TRAVERSE ACADEMY

**ARTICLE II**

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

SEE ATTACHED

## ARTICLE II

A. The corporation is organized for the purposes of operating as a public school academy in the state of Michigan pursuant to Part 6A of the Revised School Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

B. The corporation, including all activities incident to its purposes, shall at all time be conducted so as to be a governmental entity pursuant to Section 115 of the United States International 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 instrumentally 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.

C. Additionally, the corporation is organized for the purpose of 1) improving pupil achievement for all pupils, including, but not limited to, educational disadvantaged pupils by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside their existing school district.

### ARTICLE II (A)

The authorizing body for the corporation, pursuant to the provisions of Michigan Compiled Laws §380.502, is the Lake Superior State University Board of Trustees.

It is intended that the Articles of Incorporation will be effective as of the date filed with the Michigan Department of Consumer and Industry Services, Securities and Land Development Bureau.

## ARTICLE III

1. The corporation is organized on a non-stock basis.
2. a. The description and value of its real property assets are : *None*

- b. The description and value of its personal property assets are: *None*
- c. The corporation is to be financed under the following general plan:
- i. **Michigan state school aid payment received pursuant to current, or any successor, law.**
  - ii. **Federal funds, to the extent available.**
  - iii. **Donations.**
  - iv. **Fees and charges permitted to be charged by Michigan public school academies.**
  - v. **Any other funds lawfully received**

#### ARTICLE IV

1. The address of the registered office is:  
1245 Hammond Road East  
Traverse City, MI 49686
2. The mailing address of registered office is the same.
3. The name of the resident agent at the registered office is :  
Kaye Mentley

#### ARTICLE V

The corporation is a governmental entity.

#### ARTICLE VI

**The corporation is a governmental entity.** The corporation and its incorporators, board members, officers, employecs, and volunteers, have governmental immunity as provided in §7 of Act No. 170 of the Public Acts of 1964m being §691.1407 of the Michigan Compiled Laws.

#### ARTICLE VII

Pursuant to Michigan Compiled Laws 380.503 (4), the method of selection, length of term and number of members of the board of directors of the corporation shall be approved by a resolution of the board of trustees of Lake Superior State University.



The initial board of directors shall be the individuals named in a resolution approved by the university board pursuant to recommendation by the incorporator subject to approval of the university board. At the initial meeting of the board of directors, one-third (1/3) of the directors shall be designated as holding (1) year terms, one-third (1/3) shall be designated as holding two (2) year terms and one-third (1/3) shall be designated as holding (3) year terms, the term of each Board Member commencing on July 20, 1999. Thereafter, directors shall be elected for three (3) year terms by the attending directors at each annual meeting, in sufficient numbers to fill the terms which are then expiring. All elections of directors by the board are subject to approval and ratification by the board of trustees of Lake Superior State University. The Board of Trustees of Lake Superior State University may determine in its sole discretion, with or without cause, not to approve the appointment of any Director elected by the Board of Directors. Vacancies which may occur as a result of failure of Lake Superior State University to approve an elected director, or, otherwise, shall be appointed by the board of directors for the unexpired term in the same manner as an initial appointment, including approval and ratification by the board of trustees of Lake Superior State University, provided, however, that the Board of Trustees of Lake Superior State University still retains the right and may determine, in its sole discretion, to nominate and approve a Director of its own choosing.

The number of directors shall be no fewer than five (5) nor greater than nine (9). Criteria for consideration of person for election as directors shall be set forth in the Bylaws of the corporation.

#### ARTICLE VIII

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

In the event of the dissolution of the corporation, and after making provision for the payment of all liabilities of the school, all of the school's assets, real and personal, shall be distributed to the authorizing body for forwarding to the state school aid fund established under Article IX Section 11 of the constitutions of the State of Michigan of 1963, as amended."

## ARTICLE IX

The board of directors shall have all power and duties permitted by law to manage the business, property and affairs of the corporation.

## ARTICLE X

The board and duties of the corporation's officers are as follows:

1. Number. The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer, each of whom shall be a member of and 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 officers and agents as they may deem necessary for the transaction of the business of the corporation.
2. President. The President of the corporation shall preside at all meetings of the Board of Directors. 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 Board of Directors attending shall preside. The President shall be an *ex officio* member of all standing committees and shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time. The duties of the President shall include responsibilities for any publications and filings required by the Michigan School Code except to the extent that the same may be designated to another officer(s) by the Board of Directors of the corporation, from time to time.
3. Vice-President. 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 Board of Directors.
4. Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors 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 Articles or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and provide 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 of the Board of Directors.

5. Treasurer. 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) be custodian of the corporate records and of the seal of the corporation and provide 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 Board of Directors.

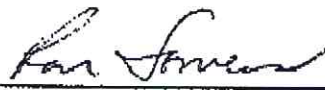
6. Assistants and Acting Officers. The Assistants to the Secretary and Treasurer, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the President of the Board of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

#### ARTICLE XI

These Articles of Incorporation may be amended by majority vote of the board of directors of the corporation. No amendment shall countervene any provision of any Contract executed by the corporation and the authorizing body, Lake Superior State University Board of Trustees, and any and all amendments shall also be in conformity with any pertinent requirements of the Revised School Code, Part 6A.

These Restated Articles of Incorporation were adopted on 11/25, 2002, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the Directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Date: 11/25/02



Ron Somers  
Ron Somers/ President

**CONTRACT SCHEDULE 2**

**BYLAWS**

**FOURTH RESTATED BYLAWS OF  
OF  
GRAND TRAVERSE ACADEMY**

**ARTICLE I  
NAME**

This organization shall be called: Grand Traverse Academy (the "Academy").

**ARTICLE II  
FORM OF CORPORATION**

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

**ARTICLE III  
OFFICES**

Section 1. Principal Office. The principal office of the corporation shall be located in the City of Traverse City, County of Grand Traverse, State of Michigan.

Section 2. Registered Office. The registered office of the corporation may be the same as the principal office of the corporation, but in any event must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV  
BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR**

Section 1. General Powers. The business, property and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors 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 board may delegate such powers to the officers of the board as it deems necessary.

Section 2. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, one-third (1/3) shall be appointed for a term of three (3) years, one-third (1/3) shall be appointed for a term of two (2) years, and the remainder shall be appointed for a term of one (1) year. At the first meeting, the Board of Directors shall designate which members of the initial Board of Directors shall serve one (1), two (2), and three (3) year terms. The length of term of the board members shall commence on July 20, 1999. Thereafter, Directors shall be elected for three (3) year terms by the attending Directors of each annual meeting, in

sufficient numbers to fill the terms which are then expiring. All elections of Directors by the Board are subject to approval and ratification by the Board of Trustees of Lake Superior State University. The Board of Trustees of Lake Superior State University may determine in its sole discretion, with or without cause not to approve the appointment of any Director elected by the Board of Directors. Vacancies which may occur as a result of failure of Lake Superior State University to approve or elect a director, or, otherwise, shall be appointed by the Board of Directors for the unexpired term in the same manner as initial appointment, including approval and ratification by the Board of Trustees of Lake Superior State University, provided however, that the Board of Trustees of Lake Superior State University still retains the right and may determine, in its sole discretion, to nominate and approve a Director of its own choosing.

Section 3. Number of Directors. The number of directors shall be no fewer than five (5) nor greater than nine (9). The initial number of directors, within said parameters, shall be the number of individuals as recommended by the incorporator, subject to approval of the Lake Superior State University Board. In addition to the directors initially named, at least one (1) additional director, who shall be the parent of an Academy student, shall be designated by the Board of Directors upon the opening of Grand Traverse Academy for classes.

Section 4. Qualifications. The Board members shall be selected based upon educational experience, business experience, experiences working with and on a board of directors, commitment to the school's philosophy and, as indicated, as necessary, to include parent representation. It is intended that the members of the Board will include (when school is open) at least one (1) parent or guardian of a child attending the school. Additionally, it is intended that the Board shall include at least one professional educator who, preferably, shall have school administrative experience.

Section 5. Oath. All members of the Board of Directors of the corporation shall take the oath of office in the form required under MCL 380.503(11).

Section 6. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 7. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors of the corporation or with or without cause as directed by the Lake Superior State University Board of Trustees.

Section 8. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 9. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting. The Board of Directors may provide, by resolution, the time and place, within the state of Michigan, for the holding of annual and regular meetings. The corporation shall provide notice of the annual and all regular meetings as required by the Michigan Open Meetings Act.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors 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 Michigan Open Meetings Act.

Section 11. Notice, Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least three (3) days prior to the special meeting by written notice, 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. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. 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 12. Quorum. A majority of the Directors of the 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 Michigan Open Meetings Act.

Section 13. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 14. Open Meetings Act. All meetings of the Academy Board, including committee meetings, shall at all times be in compliance with the Michigan Open Meetings Act.

Section 15. Board Vacancies. A vacancy shall occur as specified in the Code, as provided herein or as otherwise provided by law. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 16. Compensation. A Director of the corporation shall serve as a volunteer director, by resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 17. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors 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.

Section 18. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Directors is not able to assemble in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filing of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation by Bylaws. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Michigan Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 19. Fiscal Year, Budget and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with University Board policy.

## ARTICLE V OFFICERS OF THE BOARD

Section 1. Number. The officers of the corporation shall be a President, Vice-President, Secretary, Treasurer and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers at a duly noticed meeting prior to January 30, 1999. Thereafter, the officers of the corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting,



the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors 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 Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be a member of the Board of Directors. The President of the corporation shall preside at all meetings of the Board of Directors. 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 Board of Directors attending the meeting shall preside. The President shall be an ex officio member of all standing committees and shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice President. The Vice-President shall be a member of the Board of Directors. 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 Board of Directors.

Section 7. Secretary. The Secretary shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors 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 Board.

Section 8. Treasurer. The Treasurer of the corporation shall be a member of the Board of Directors. 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 Board of Directors.

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

Section 10. Salaries. Officers of the Board, as Directors of the corporation, may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning the compatible 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 VI

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

Section 1. Contracts. The Board of Directors 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 Board of Directors 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.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. 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 corporation, shall be made or permitted.

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

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Public Act 105 of 1855, the Surplus Funds in Treasury Act; being MCL 21.141 et seq., as amended

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, 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 Board of Directors, 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. Any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any firm of which one or more of this corporation's Directors are members or employees, or in which one or more of this corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

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, Public Act 317 of 1968, being MCL 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. Public disclosure of the contract means as follows:

(a) The public servant promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings. Unless the public servant making the disclosure will directly benefit from the contract in an amount less than \$250.00 and less than 5% of the public cost of the contract and the public servant files a sworn affidavit to that effect with the official body or the contract is for emergency repairs or services, the disclosure shall be made in either of the following manners:

(i) The public servant promptly discloses in writing to the presiding officer, or if the presiding officer is the public servant who is a party to the contract, to the clerk, the pecuniary interest in the contract at least 7 days prior to the meeting at which a vote will be taken. The disclosure shall be made public in the same manner as a public meeting notice.

(ii) The public servant discloses the pecuniary interest at a public meeting of the official body. The vote shall be taken at a meeting of the official body held at least 7 days after the meeting at which the disclosure is made. If the amount of the direct benefit to the public servant is more than \$5,000.00, disclosure must be made as provided under this subparagraph.

(b) The contract is approved by a vote of not less than 2/3 of the full membership of the approving body in open session without the vote of the public servant making the disclosure.

(c) The official body discloses the following summary information in its official minutes:

(i) The name of each party involved in the contract.

(ii) The terms of the contract, including duration, financial consideration between parties, facilities or services of the public entity included in the contract, and the nature and degree of assignment of employees of the public entity for fulfillment of the contract.

(iii) The nature of any pecuniary interest.

## ARTICLE VII INDEMNIFICATION

Each person who is or was a trustee, director, officer or member of a committee of the corporation and each person who serves or has served at the request of the corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any

such person against any liability or claim 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 Jaws of the State of Michigan as they may be in effect from timeto time.

ARTICLE VIII  
SEAL

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

ARTICLE IX  
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and, subject to the express requirement, as set forth in the Articles of Incorporation of the corporation, that no amendment shall contravene any provision of any contract executed by the corporation and the authorizing body, Lake Superior State University Board of Trustees, and further, that any and all amendments shall also be in conformity with any pertinent requirements of the Revised School Code, Part 6A.

These Bylaws as amended were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Board of Directors on the 6th day of May, 2021.

The undersigned hereby certifies that the foregoing is a true and accurate copy of the Grand Traverse Academy Bylaws adopted by the Board of Directors at a meeting held on May 6, 2021.

 PRESIDENT

Board Representative and Title

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

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Grand Traverse Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

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

#### **ARTICLE I**

##### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

“State” means the State of Michigan.

“State Treasurer” means the office responsible for issuing funds to 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 University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in 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 Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of 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.



## ARTICLE III

### STATE DUTIES

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

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

## ARTICLE IV

### ACADEMY DUTIES

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

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy 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. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

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

## ARTICLE V

### RECORDS AND REPORTS

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2021, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by 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.

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 Lake Superior State University Board of Trustees to Grand Traverse Academy.

BY: 

Deborah M. Roberts, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: April 13, 2021

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

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees (“University Board”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to the Grand Traverse Academy (the “Academy”), a public school academy.

#### **Preliminary Recitals**

WHEREAS, the University 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 University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the University 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 University 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 University 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 University Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or reform 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 University 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 University 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 September 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 will 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. Unless the Charter Schools Office submits, within 5 days of submission, a copy of the budgetary assumptions submitted by the Academy to the Center for Educational Performance and Information (CEPI) 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 University Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the University 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 University Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for 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 University 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 view 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 University 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 shall prohibit the Academy from electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this section shall require the Academy from electing to enter or not enter into a contract for an administrative review with the University 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**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

|   |      |
|---|------|
| Superintendent .....  | 5-1  |
| Substitute Coordinator, Business Office Assistant .....               | 5-4  |
| K-12 Special Education Teacher .....                                  | 5-5  |
| Special Education Coordinator .....                                   | 5-7  |
| Secondary Principal .....   | 5-9  |
| School Counselor .....  | 5-11 |
| Pre-School and Quality Care Teacher.....                              | 5-13 |
| Pre-School and Quality Care Aid .....                                 | 5-14 |
| Paraprofessional .....  | 5-15 |
| IT Director .....   | 5-16 |
| Facilities Director.....  | 5-18 |
| Elementary Principal.....   | 5-19 |
| Elementary Assistant Principal .....                                  | 5-21 |
| Administrative Support - District Marketing and Communications.....   | 5-23 |
| Dean of Students.....   | 5-25 |
| Elementary Teacher .....  | 5-26 |
| Administrative Support - Central Supply and Testing Coordinator ..... | 5-28 |
| Business Manager .....  | 5-29 |
| Administrative Support - Secondary Office .....                       | 5-31 |
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| Educational Services Provider Agreement .....                    | 5-36 |
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## **Superintendent Job Description**

**CERTIFICATION:** Michigan State School District Administrator

**DEPARTMENT:** District

**IMMEDIATE SUPERVISOR:** Educational Service Provider, Board of Directors

### **Job Summary:**

The Superintendent shall be the chief administrative officer for the District. They are responsible for the effective operation of the District; for the general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Education with respect to such activities. They shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by the Education Laws of the State of Michigan, the rules and regulations of the Michigan Department of Education, laws and regulations of the United States, statutes of the State of Michigan, and the policies, rules, and regulations established by the Board of Education, and charter authorizer.

#### **1. Primary Activities**

The Superintendent shall possess the following powers and be charged with the following duties:

1. To be the chief executive officer of the District, with the right to speak on all matters before the Board, but not to vote.
2. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.

#### **2. Responsibilities**

1. Keep the Board informed of the condition of the District's educational system; assure effective communication between the Board and the school community.
2. Prepare the agenda for Board meetings, in consultation with the President of the Board. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
3. Submit to the Board a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.

4. Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which support those of the Board.
5. Develop and recommend to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of District facilities, and see to the development of long-range plans which are consistent with Board objectives.
6. See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
7. See to the execution of all decisions of the Board.
8. See that sound plans of organization, educational programs and services are developed and maintained for the Board.
9. Maintain adequate records for the school and Educational Service Provider, including a system of business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
10. Be directly responsible for news releases and/or other items of public interest emanating from the District which pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with Educational Service Provider employees.
11. Provide for the optimum use of the staff of the Educational Service Provider. See that the District is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
12. See that appropriate in-service training is conducted. Summon employees of the Educational Service Provider to attend such regular and occasional meetings as are necessary to carry out the educational programs of the District.
13. See to the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
14. See that effective relations with the Educational Service Provider is maintained.
15. See that the development, authorization, and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit it to the Board by May 1 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
16. See that all funds, physical assets, and other property of the District are appropriately safeguarded and administered.
17. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
18. Establish and maintain liaison with community groups which are interested or involved in the educational programs of the District.
19. Establish and maintain liaison with other school districts, charter authorizer, the State Education Department, colleges and universities, and the U.S. Department of Education.
20. Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon



as practicable and recommend policy in order to provide guidance in the future.

### 3. **Primary Relationships**

The superintendent observes and conducts the following relationships:

#### 1. Board of Directors

1. As chief executive officer, be accountable to the Board of Directors, as a Board, for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.
2. Attend, or have a representative attend, all meetings of the Board.
3. Represent the District as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.
4. Report directly to the Board of Directors, as a Board, and as required to all appropriate governmental agencies.
5. Act as reference agent for problems brought to the Board.
6. Work with the Board of Directors to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board of Directors.

#### 2. Administrators

1. Directly oversee the work of other central office personnel.
2. Hold regular meetings with Building Principals, Coordinators/Directors and all other administrators to discuss progress and educational problems facing the District.
3. Direct the operations and activities of administrators; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
4. Approve the vacation schedules for administrators; and be personally responsible for all evaluations of administrators.

#### 3. Others

1. Work with other employees and advisors, including auditors, architects, attorneys, consultants and contractors.
2. Hold such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools.
3. Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to the District appear on the agenda.
4. Represent the District before the public, and maintain, through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.
5. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the Educational Service Provider, students and Board members.



**Job Title:** Substitute Coordinator, Business Office Assistant

**Reports to:** Principals/Superintendent

**Primary Purpose:**

This position provides administrative support to the District with regards to substitute coordination and payroll reporting.

**Qualifications:**

High School diploma or equivalent

Background in secretarial/administrative support

Proficient word processing and file maintenance skills

Effective organizational, communication, and interpersonal skills

Ability to use personal computer and software

**Duties and Responsibilities of Substitute Coordinator:**

1. Approve/not approve staff absence
2. Find/arrange subs for staff absence positions including long term subs
3. Enter time off into WillSub and AccessPoint
4. Greet subs and verify sub plans are available
5. Arrange staff coverage for meeting
6. Cover absence myself if appropriate
7. Verify sub pay in WillSub
8. Approve subs in WillSub

**Duties and Responsibilities of Payroll Administrative Assistant:**

1. Match invoices to packing slips, green purchase approval sheets, or purchase orders
2. Enter invoice amounts into proper documents if needed, ie, milk orders, staff uniform allowance, etc.
3. Enter payables into QuickBooks
4. Total payroll expenses and enter final payroll amounts into QuickBooks
5. Aide/support District Office with payroll and other HR duties
6. Data Entry of CHRISS and ICHAT verification



**Job Title:** K-12 Special Education Teacher

**Location:** Grand Traverse Academy

**Reports to:** Grade Level Principal, Superintendent

### **Job Summary**

Demonstrate the mission of Grand Traverse Academy (all students are safe, loved, and learning as they achieve excellence in character and academics) by supporting student access to grade level curriculum as well as collaborating with a variety of professional staff members and parents. Under the direction of the Building Principal and Coordinator of Special Education, the Licensed Special Education Teacher develops and provides specialized instruction to meet the unique needs of students with disabilities; Evaluates and assesses student progress against instructional objectives; follows State mandated due process procedures and functions as IEP Manager to assigned students.

### **Job Duties**

- Continuously demonstrate the mission of Grand Traverse Academy: that all students are safe, loved, and learning as they achieve excellence in character and academics.
- Provides research-based specialized instruction to address the instructional goals and objectives contained within each student's IEP.
- Assesses student progress and determines the need for additional reinforcement or adjustments to instructional techniques.
- Complies with School Board policies and all state/federal rules and regulations.
- Completes all district and state reporting requirements.
- Provides direction, supervision and evaluation of educational assistants as directed.
- Serves as primary contact for the parent.
- Develops and implements annual Individualized Educational Program (IEP) plans for students to include: present levels of educational performance, special education needs, instructional goals and objectives, and the special education and related services required to meet those goals.
- Schedules team meetings and works cooperatively with child study team members and others in developing instructional goals and strategies.
- Coordinates the delivery of special education services in each student's IEP.
- Creates a positive learning experience with emphasis in individualized instruction using appropriate sources including low tech and high tech.
- Provides consultation to classroom teachers regarding classroom adaptations, instructional modifications, adaptive equipment, behavior modification plans and other similar instructional interventions to meet the needs of students with disabilities.
- Collaborates and consults with educational professionals and community service providers (i.e., social services, public health, medical providers etc.) regarding the needs of students.
- Employs and implements a classroom structure and consistency to encourage student responsibility, cooperation and mutual respect consistent with district policies and procedures.

- Performs other comparable duties of a like or similar nature apparent or as assigned.

### **Supervises**

- Students, Paraprofessionals

### **Education and Experience**

- Undergraduate Degree

### **Certification, Licenses and Registrations**

- Appropriate Michigan Teaching Certificate preferred
- Pursuing Alternative Route to Teacher Certification
- Knowledge of the principles, practices and procedures of special education and specialty areas.
- Knowledge of the principles and methodology of effective teaching of students with disabilities.
- Knowledge of school rules, regulations and procedures; ability to establish and maintain standards of behavior.

### **Physical and Mental Requirements**

- Ability to sit, stand, walk, speak, listen, taste, and smell
- Ability to understand meaning of words and articulate effective responses
- Ability to add, subtract, multiply, and divide
- Ability to deliver and articulate oral presentations and written reports.
- Ability to effectively analyze needs and problems objectively.
- Ability to establish and maintain effective working relationships with children, students, parents, staff, administration and the general public.
- Meet professional teacher education requirements of school district and state.
- May need to manually, lift, carry, pull, or push heavy objects or materials
- Occasional stooping, bending, and reaching

### **Work Environment**

- Typically quiet environment with sporadic periods of loud noise
- Classroom environment with heat and air-conditioning



## **Special Education Coordinator Job Description**

**CERTIFICATION:** State of Michigan Teacher Certification, Special Education Endorsement

**DEPARTMENT:** District

**SUPERVISOR:** Superintendent

**Summary:** The special education coordinator works with the administrative team as well as with families, and all classrooms in order to ensure the success of the school's special education programs and students. The special education coordinator works with all school teachers and parents to ensure the school's services for students with disabilities are not only compliant but also maximally effective.

### **1. Primary Activities**

- a. Overseeing and managing schoolwide caseloads of special education students and the implementation of IEP/504 plans.
- b. Ensuring compliance by the school district with all local and federal laws and regulations relating to students with IEPs/504 plans, as well as students referred to special education.
- c. Ensuring that services provided by all school staff are of high-quality, provided in the least restrictive environment, and are aligned with the student's IEPs/504 plans.
- d. Effectively communicating to parents and guardians the special education process including process for referrals, evaluations, annual IEPs/504 plans, and re-valuations as well as parental rights granted by IDEA.
- e. Facilitating IEP meetings using a strength-based and family-centered approach as it pertains to the school district's mission.
- f. Coordinating with students' special education team to ensure all documents are completed in a timely manner (according to State, local, and school policies and procedures) prior to any formal meeting. connect with the special education team to ensure all team members (including parents) are prepared for the content of the meeting.

### **2. Responsibilities**

- a. Coordinating with the special education team to complete quarterly IEP progress reports and provide progress reports to parents/guardians.
- b. Coordinating and maintaining a high level of communication between the school district and the intermediary school district including all service providers as well as service area supervisors and administrators.
- c. Maintaining student files, paper and electronic, according to school, state, and federal standards.
- d. Providing training and technical assistance to case managers, teachers, related service providers and support service professionals on all aspects of case

management: use of computer systems for special education processes, writing of goals and objectives, progress reports, annual reviews and parent communication.

- e. Ensuring IEPs are developmentally appropriate, curriculum/standards-based, strengths-based, and relevant to individual students.
- f. Working to maintain school tracking and data systems that include: student information related to IEPs, Services, service hours, evaluations, MET referrals, timelines in which evaluations were completed and discipline incidents documented.
- g. Coaching special education classroom staff to strengthen classroom practices and support general education teams.
- h. Identifying and developing appropriate curriculum and school-based assessments to support academic growth of students with IEPs / 504 plans.
- i. Gathering and reporting data for all reporting requirements concerning students with IEP/504 plans and other required reports, to the state Department of Education.
- j. Maintaining a high level of knowledge regarding developing special education issues such as changes in federal and local special education policy.
- k. Advocating for special education with all School Employees.
- l. Establishing and maintaining communication with parents of students in special education.
- m. facilitating workshops / meetings for parents, as well as identifies resources for parents of students with special needs.
- n. Engaging parents and families in their students learning and acting as an ambassador for the school in the community.
- o. As appropriate, connecting with students outside providers, pediatricians, and therapists to support students' needs in the classroom.
- p. Coordinating extended school year program.
- q. Maintaining confidentiality of student records and student information.

### **3. Primary Relationships**

- a. Maintain frequent and ongoing positive relationships with parents or students who qualify for special education services, as well as with parents of students newly referred.
- b. Maintain a high level of ongoing communication with special education and general education teachers in order to support, coach, and implement curriculum and instruction. Facilitate all mandatory meetings such as IEP, 504, data reviews, behavior intervention, matrix, and parent concerns.
- c. Maintain positive relationships with students so as to be able to teach disability awareness and self advocacy skills at the appropriate developmental level.



## **Secondary Principal Job Description**

**CERTIFICATION:** Michigan State School Administrator

**DEPARTMENT:** District

**IMMEDIATE SUPERVISOR:** Superintendent

**Job Summary:** The Secondary Principal drives the school culture through supervision and management, leadership, coordination, school programs and operations, curriculum, instruction, and discipline, while upholding the mission and goals of the school community to be safe, loved, and learning.

**Reports to:** Superintendent

**Essential Job Tasks:** The Secondary Principal is responsible for the following tasks:

### **1. Primary Activities**

- a. Management of secondary instructional and non-instructional staff and programming
- b. Supervision of students
- c. Supporting and adhering to school rules and policies
- d. Establish behavior support and carrying out disciplinary policies
- e. Establishing school policies

### **2. Instructional Leadership**

- a. Managing teachers in developing effective learning plans and classroom management techniques
- b. Implementation and supervision of staff development and learning communities
- c. Planning for and staying up to date on curriculum, educational strategies, and student testing
- d. Planning for and delivering staff development
- e. Managing implementation and support of approved curriculum
- f. Management of curriculum and instructional supplies
- g. Reviewing and interpreting data

### **3. Responsibilities**

- a. Observation and evaluation of instructional and non-instructional staff
- b. Providing constructive feedback to staff
- c. Providing supervision at school sponsored activities
- d. Overseeing or participating in school committees as assigned
- e. Interviewing, hiring, and training teachers
- f. Creating classroom and school schedules
- g. Assigning classroom teachers
- h. Accountability procedures for secondary staff

### **4. Primary Relationships**

- a. Promoting and attributing to a positive environment with a high level of character
- b. Effectively communicating with staff, students, families and stakeholders

### **5. Physical and Mental Requirements**

- a. Ability to sit, stand, walk, speak, listen, taste, and smell
- b. Ability to understand meaning of words and articulate effective responses
- c. Ability to add, subtract, multiply, and divide
- d. May need to manually, lift, carry, pull, or push heavy objects or materials
- e. Occasional stooping, bending, and reaching

**6. Work Environment**

- a. Typically quiet environment with sporadic periods of loud noise
- b. Office environment with heat and air-conditioning





## **School Counselor Job Description**

**Job Summary:** Working as a team with school, parents, and the community to provide a complete, developmental counseling program focusing on academic, career, and personal/social development; coordinating and managing special programs and projects focused on college and career opportunities; developing plans and/or providing information regarding students' goals; ensuring completion of students' applications within designated time frame; and creating an atmosphere to meet student needs through prevention, identification, and intervention.

**Reports to:** Secondary Principal, Superintendent

### **Essential Job Tasks:**

#### **1. Primary Activities**

- a. Assists with coordination, management, and facilitation of unique student learning programs, such as dual enrollment, career-tech center, or credit recovery.
- b. Assists students, teachers, administrators, parents, and community personnel for the purpose of aiding the academic and personal welfare of students.
- c. Collaborates with school personnel, parents, and various community agencies for the purpose of improving the quality of student outcomes.
- d. Composes a wide variety of materials (e.g. quantity reports, student activities, correspondence, audits, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- e. Counsels students, parents, and guardians (e.g. individual and/or group sessions) for the purpose of enhancing student success in school.
- f. Maintains confidentiality of all information for the purpose of protection of students, staff, parents, and district.
- g. Monitors students' progress for the purpose of identifying issues and taking appropriate action for increasing student success.
- h. Supports students with the knowledge and skills to confidently meet life's challenges as responsible, productive citizens.
- i. Provide crisis support counseling and appropriate referrals
- j. Schedules student classes for the purpose of securing appropriate placement and meeting their graduation and college eligibility requirements.
- k. Keep up to date and accurate transcripts
- l. Creating Secondary Master Schedule
- m. Support standardized testing, such as MStep, college readiness testing, AP testing, etc.
- n. Additional responsibilities as assigned by administrator.

#### **2. Instructional Leadership**

- a. Provide professional development for faculty and staff as it is related to supporting students, and maintaining the district mission and vision for culture and atmosphere.

- b. Counsel or provide consultation for faculty and staff as it relates to supporting student needs

### **3. Responsibilities**

- a. Furthers personal education via staff development, college courses, etc. for the purpose of staying current with latest and best practices and learning new theories and technology.
- b. Reports incidents (e.g. fights, suspected child abuse, suspected substance abuse, etc.) for the purpose of maintaining personal safety of students, providing a positive learning environment, and adhering to Education Code, and administrative and/or school policies.
- c. Maintain skills and knowledge as part of the district Crisis Response Team

### **4. Primary Relationships**

- a. Work collaboratively with administrators, teachers, and families
- b. Provide counseling and support for students
- c. Collaborate with with community agencies as needed, in addition to institutions for the support of post-secondary planning

### **5. Physical and Mental Requirements**

- a. Ability to sit, stand, walk, speak, listen, taste, and smell
- b. Ability to understand meaning of words and articulate effective responses
- c. Ability to add, subtract, multiply, and divide
- d. May need to manually, lift, carry, pull, or push heavy objects or materials
- e. Occasional stooping, bending, and reaching

### **6. Work Environment**

- a. Typically quiet environment with sporadic periods of loud noise
- b. Office environment with heat and air-conditioning



**Job Title:** Pre-School and Quality Care Teacher

**Location:** Grand Traverse Academy

**Reports to:** PS/QC Director, Leadership Team

### **Job Summary**

Demonstrate the mission of Grand Traverse Academy (all students are safe, loved, and learning as they achieve excellence in character and academics) by providing activity-based instruction, play, Choice Theory, and Character Education for the Pre-School and Quality Care programs with an emphasis on caring and loving relationships with students, parents, and fellow staff.

### **Job Duties**

- Continuously demonstrate the mission of Grand Traverse Academy.
- Prepare and deliver high quality, age appropriate instruction to Pre-school and Quality Care students in accordance with established content standards and state law.
- Observe and supervise students during free play and learning centers.
- Supervise indoor and outdoor recess times.
- Supervise student lunch and snack breaks.
- Additional duties as assigned by school leadership.

### **Supervises**

- None

### **Education and Experience**

- Bachelor's degree or higher.

### **Certification, Licenses and Registrations**

- Valid Michigan Teaching Certificate appropriate for the grade level, ZA Endorsement preferred.

### **Physical and Mental Requirements**

- Ability to sit, stand, walk, speak, listen, taste, and smell
- Ability to understand meaning of words and articulate effective responses
- Ability to add, subtract, multiply, and divide
- May need to manually, lift, carry, pull, or push heavy objects or materials
- Occasional stooping, bending, and reaching

### **Work Environment**

- Typically quiet environment with sporadic periods of loud noise
- Classroom environment with heat and air-conditioning



**Job Title:** Pre-School and Quality Care Aid

**Reports to:** PS/QC Teachers, Leadership Team

### **Job Summary**

Demonstrate the mission of Grand Traverse Academy (all students are safe, loved, and learning as they achieve excellence in character and academics) by supporting the Pre-School and Quality Care programs with an emphasis on caring and loving relationships with Students, parents, and fellow staff.

### **Job Duties**

- Continuously demonstrate the mission of Grand Traverse Academy: that all students are safe, loved, and learning as they achieve excellence in character and academics.
- Record milk orders and attendance record keeping as assigned by PS/QC teachers.
- Observe and supervise students during free play and learning centers.
- Support student instruction as directed by PS teachers.
- Supervise indoor and outdoor recess times as directed by PS teachers.
- Supervise student lunch and snack breaks as directed by PS teachers.
- Additional duties as assigned by PS/QC teachers and school leaders.

### **Supervises**

- None

### **Education and Experience**

- High School diploma or equivalent

### **Certification, Licenses and Registrations**

- None

### **Physical and Mental Requirements**

- Ability to sit, stand, walk, speak, listen, taste, and smell
- Ability to understand meaning of words and articulate effective responses
- Ability to add, subtract, multiply, and divide
- May need to manually, lift, carry, pull, or push heavy objects or materials
- Occasional stooping, bending, and reaching

### **Work Environment**

- Typically quiet environment with sporadic periods of loud noise
- Classroom environment with heat and air-conditioning



**Job Title:** Paraprofessional

**Reports to:** Classroom Teachers, Grade Level Principal, Superintendent

### **Job Summary**

Demonstrate the mission of Grand Traverse Academy (all students are safe, loved, and learning as they achieve excellence in character and academics) by supporting school programming at the school or one-on-one level with an emphasis on caring and loving relationships with Students, parents, and fellow staff.

### **Job Duties**

- Continuously demonstrate the mission of Grand Traverse Academy: that all students are safe, loved, and learning as they achieve excellence in character and academics.
- Support clerical needs of classrooms or individual students as directed by certified staff.
- Record, maintain, and report on instructional and behavioral documents
- Observe and supervise students during free play and instructional time.
- Support student instruction as directed by certified staff.
- Supervise indoor and outdoor recess times as directed by certified staff.
- Supervise student lunch and snack breaks as directed by certified staff.
- Additional duties as assigned by certified staff.

### **Education and Experience**

- High School diploma or equivalent.
- 60+ Semester hours of post-secondary learning preferred.

### **Certification, Licenses and Registrations**

- None

### **Physical and Mental Requirements**

- Ability to interact in a professional and discrete manner with staff, students, and parents
- Ability to sit, stand, walk, speak, listen, taste, and smell
- Ability to understand meaning of words and articulate effective responses
- Ability to add, subtract, multiply, and divide
- May need to manually, lift, carry, pull, or push heavy objects or materials
- Occasional stooping, bending, and reaching

### **Work Environment**

- Typically quiet environment with sporadic periods of loud noise
- Classroom environment with heat and air-conditioning



## **IT Director Job Description**

**Job Summary:** The Director of Technology will be responsible for planning, purchasing, installing and maintaining physical technology systems of the District in a condition of excellence enabling full educational use of technology at all times in compliance with local, state, and federal regulations and requirements. This is a hands-on position with responsibilities that range from strategic and long range planning and implementation of system wide technology solutions, to providing one-on-one, and group training and support. Experience working in the education field is important for understanding how technology supports educational outcomes, where technology funding sources can be accessed, and that a culture of collaboration and creativity can support success.

**Reports to:** Superintendent

### **Essential Job Tasks:**

#### **1. Primary Activities.**

- a. Authorizes permissions and individual access to technology applications or services for the purpose of ensuring proper access to technology systems by staff, students, parents and others consistent with district operating guidelines and regulations.
- b. Communicates technology related activities in a timely manner to all stakeholders.
- c. Directs the installation of technology systems and tools (e.g. hardware, software, systems, wiring, specialized applications and tools) for the purpose of ensuring the safe, timely and efficient installation of technology equipment and services.
- d. Maintains technology equipment and systems (e.g. servers, computers, telephone systems, intercoms, surveillance cameras, software applications, student information system, printers, copiers, and network switches) for the purpose of ensuring that systems are functioning properly and effectively in support of district administrative and educational operations.
- e. Manages procurement, inventory and surplus of technology equipment, systems and related services for the purpose of ensuring that all technology purchases for goods and/or services are consistent with the district's technology objectives, and that equipment is properly inventoried or surpluses consistent with local, district and state regulations.
- f. Monitors technology budget and expenditures for the purpose of ensuring that allocations are accurate and expenses are within budget limits and that fiscal practices and Board of Education policies are followed.



- g. Oversees functioning of the technology operations of the district for the purpose of ensuring an effective, efficient and safe environment, where technology equipment and applications are utilized appropriately and efficiently to support routine administrative and educational functions of the district.
- h. Prepares a wide variety of documents, reports and materials for the purpose of providing necessary information to support district operations, including reporting internally and externally to the state or federal agencies, and other entities as required by district, state and/or federal regulations.
- i. Supervises assigned technology staff for the purpose of maximizing the efficiency of the work force and meeting operational requirements, as well as, providing excellent customer service for all customers of the district.
- j. Supports the implementation of operational and educational technology initiatives for the purpose of assisting with delivery and implementation of initiatives, providing support and assistance to others, providing oversight of projects and/or training and providing information to others to ensure successful implementation.
- k. Tests technology applications, tools and programs for the purpose of assessing proposed products, programs or tools to provide feedback for the administrative decision processes, to ensure appropriate acquisition of educational and operational technology solutions and to assist others with these functions.
- l. Other duties as assigned

**2. Physical and Mental Requirements**

- a. Ability to sit, stand, walk, speak, listen, taste, and smell
- b. Ability to understand meaning of words and articulate effective responses
- c. Ability to add, subtract, multiply, and divide
- d. May need to manually, lift, carry, pull, or push heavy objects or materials
- e. Occasional stooping, bending, and reaching

**3. Work Environment**

- a. Typically quiet environment with sporadic periods of loud noise
- b. Office environment with heat and air-conditioning



## **Facilities Director Job Description**

**Job Summary:** The Facilities Director is responsible for all maintenance, custodial, and facilities operations within the District to effectively support the mission; that all students are safe, loved, and learning as they achieve excellence in character and academics..

**Reports to:** Superintendent

### **Responsibilities:**

1. Maintenance of all aspects of plant and machinery
2. Coordination with third party vendors for preventive and routine maintenance schedules
3. Contracting (under supervision of superintendent and/or Board) for facilities repairs and upgrades
4. Cleanliness of facility
5. Grounds maintenance and overall facilities appearance
6. Supervision of custodial staff
7. Provide critical input as a member of the leadership team
8. Assist in evaluation of school operations
9. Continuous evaluation of facility efficiencies and improvement
10. Maintain accurate and complete records of department
11. Facilities budget preparation, execution, and evaluation

### **Leadership:**

1. Manage all facilities staff
2. Conduct regular performance evaluations
3. Serve on school leadership team and provide input pertaining to facilities

### **Physical and Mental Requirements**

1. Ability to sit, stand, walk, speak, listen, taste, and smell
2. Ability to understand meaning of words and articulate effective responses
3. Ability to add, subtract, multiply, and divide
4. May need to manually, lift, carry, pull, or push heavy objects or materials
5. Occasional stooping, bending, and reaching

### **Work Environment:**

1. Typically quiet environment with sporadic periods of loud noise
2. Variable environment with heat and air-conditioning where available





## Elementary Principal Job Description

**CERTIFICATION:** Michigan State School Administrator

**DEPARTMENT:** District

**IMMEDIATE SUPERVISOR:** Superintendent

**Job Summary:** The Elementary Principal drives the school culture through supervision and management, leadership, coordination, school programs and operations, curriculum, instruction, and discipline, while upholding the mission and goals of the school community to be safe, loved, and learning.

**Reports to:** Superintendent

**Essential Job Tasks:** The Elementary Principal is responsible for the following tasks:

### 1. Primary Activities

- a. Management of elementary instructional and non-instructional staff and programming
- b. Supervision of students
- c. Supporting and adhering to school rules and policies
- d. Establish behavior support and carrying out disciplinary policies
- e. Establishing school policies

### 2. Instructional Leadership

- a. Managing teachers in developing effective learning plans and classroom management techniques
- b. Implementation and supervision of staff development and learning communities
- c. Planning for and staying up to date on curriculum, educational strategies, and student testing
- d. Planning for and delivering staff development
- e. Managing implementation and support of approved curriculum
- f. Management of curriculum and instructional supplies
- g. Reviewing and interpreting data

### 3. Responsibilities

- a. Observation and evaluation of instructional and non-instructional staff
- b. Providing constructive feedback to staff
- c. Providing supervision at school sponsored activities
- d. Overseeing or participating in school committees as assigned
- e. Interviewing, hiring, and training teachers
- f. Creating classroom and school schedules
- g. Assigning classroom teachers
- h. Accountability procedures for elementary staff

### 4. Primary Relationships

- a. Promoting and attributing to a positive environment with a high level of character
- b. Effectively communicating with staff, students, families and stakeholders

### 5. Physical and Mental Requirements

- a. Ability to sit, stand, walk, speak, listen, taste, and smell

- b. Ability to understand meaning of words and articulate effective responses
- c. Ability to add, subtract, multiply, and divide
- d. May need to manually, lift, carry, pull, or push heavy objects or materials
- e. Occasional stooping, bending, and reaching

**6. Work Environment**

- a. Typically quiet environment with sporadic periods of loud noise
- b. Office environment with heat and air-conditioning



## **Elementary Assistant Principal Job Description**

**Job Summary:** Assist the Principal in supervision and management, leadership, coordination, school programs and operations, curriculum, instruction, and discipline, while upholding the mission and goals of the school community to be safe, loved, and learning.

**Reports to:** Elementary Principal and Superintendent

**Essential Job Tasks:** The elementary assistant principal will assist the Principal in (but are not limited to) the following tasks:

### **1. Primary Activities**

- a. Management of staff
- b. Supervision of students
- c. Supporting and adhering to school rules and policies
- d. Assisting in behavior support and carrying out disciplinary policies
- e. Enforcing school policies

### **2. Instructional Leadership**

- a. Assisting teachers in developing effective learning plans and classroom management techniques
- b. Implementation and supervision of staff development and learning communities
- c. Planning for and staying up to date on curriculum, educational strategies, and student testing
- d. Planning for and delivering staff development
- e. Ensuring implementation and support of approved curriculum
- f. Monitoring and distribution of curriculum and instructional supplies
- g. Reviewing and interpreting data

### **3. Responsibilities**

- a. Serving as the principal in the principal's absence
- b. Observation and evaluation of teachers
- c. Providing constructive feedback to staff
- d. Providing supervision at school sponsored activities
- e. Overseeing or participating in school committees as assigned
- f. Interviewing, hiring, and training teachers
- g. Creating classroom and school schedules
- h. Assigning classroom teachers

### **4. Primary Relationships**

- a. Promoting and attributing to a positive environment with a high level of character
- b. Effectively communicating with staff, students, families and stakeholders

### **5. Physical and Mental Requirements**

- a. Ability to sit, stand, walk, speak, listen, taste, and smell

- b. Ability to understand meaning of words and articulate effective responses
- c. Ability to add, subtract, multiply, and divide
- d. May need to manually, lift, carry, pull, or push heavy objects or materials
- e. Occasional stooping, bending, and reaching

**6. Work Environment**

- a. Typically quiet environment with sporadic periods of loud noise
- b. Classroom environment with heat and air-conditioning



**Job Title:** Administrative Support - District Marketing and Communications

**Reports to:** Superintendent

**Primary Purpose:**

Implement marketing and communications efforts for the academy in order to raise the school's awareness in the community, advance its brand, ensure communications compliance and articulate a professional image, both internally and externally, in order to attract and maintain a stable student population.

**Qualifications:**

High School diploma or equivalent

Background in secretarial/administrative support

Proficient word processing and file maintenance skills

Effective organizational, communication, and interpersonal skills

Ability to use personal computer and software

**Duties and Responsibilities - Communications:**

1. Gather information for, write, publish, and distribute the *Connections* weekly parent newsletter, including weekly calendar of events.
2. Present a professional image of the school, updating information on the school website as directed by leadership.
3. Create and maintain a fresh, positive and engaging image of the school on social media.
4. Coordinate production of direct mail pieces, promotional brochures, and other marketing and communications as directed.
5. Update TBAISD directory information.
6. Utilize school messaging service and social media to communicate regularly and effectively to parents.
7. Coordinate production of the Secondary Course Catalogue.
8. Assist with preparatory communications for a variety of events as directed by Department heads.
9. Write, proof, and publish a variety of communications as directed by school leadership.

**Duties and Responsibilities - Compliance:**

1. Ensure that parents receive required notifications re: pesticide use, nondiscrimination policy, FERPA, annual report availability, non-discrimination, etc. annually.
2. Research changes to MDE transparency requirements, coordinate the production of needed documentation and update the school website Transparency Page as needed according to required deadlines.
3. Ensure annual report information compliance on website annually.
4. Post the Board of Directors meeting dates or changes on the entrance door and website.

5. Submit the legal notice of our open enrollment period to the local newspaper as required.
6. Submit RFPs to the local newspaper and post on the school website as requested by the financial office staff.
7. Post/remove job openings on the "Indeed" job search website as requested by the superintendent.
8. Post/remove job openings on the MAPSA charter school job search website as requested by the superintendent.





Dean of Students

**CERTIFICATION:** None Required, Choice Theory certification preferred

**DEPARTMENT:** District

**IMMEDIATE SUPERVISOR:** Superintendent, Principals

Summary: The Grand Traverse Academy Dean of Students provides behavioral assistance to students using the Choice Theory Questioning Process ® and reflection activities to bring about self-directed growth and development. The Dean also serves as the coordinator of student activities, creating a welcoming and joyful environment for students both inside and outside of the school day.

### **Primary Responsibilities**

1. Work students through the Questioning Process (K-12).
  - a. McKinney Vento Homeless student liason (K-12).
  - b. Facilitate all reporting
  - c. Deliver services
2. Model Choice Theory Practices for students, parents, and staff (K-12).
  - a. Conduct staff professional development and monthly follow-up.
  - b. Coordinate Choice Theory curriculum for staff delivery.
  - c. Training staff in Choice Theory principles.
  - d. Lead Choice Theory for Parents Activities monthly.
3. Lead Student Council meetings (Secondary).
  - a. Coordinate and execute Student Council events.
4. Coordinate graduation each year (Secondary).
  - a. Arrange for Venue if off-site.
  - b. Coordinate programming and needed materials.
5. Lead regular extra curricular events for students and families K-12.

### **Leadership Focus**

1. Observe and provide staff, student, and family education on William Glasser Choice Theory ® .
2. Observe and provide input at the leadership level for short and long-term planning.
3. Serve as the primary voice of students within the leadership team.



Job Title: Elementary Teacher

Employed By: AccessPoint Educational HR

Location: Grand Traverse Academy

Reports to: Grade Level Principal, Superintendent

### Job Summary

Demonstrate the mission of Grand Traverse Academy (all students are safe, loved, and learning as they achieve excellence in character and academics) by planning, organizing and implementing an appropriate instructional program in an elementary or secondary learning environment that guides and encourages students to develop and fulfill their academic potential.

### Job Duties

- Continuously demonstrate the mission of Grand Traverse Academy: that all students are safe, loved, and learning as they achieve excellence in character and academics.
- Plan, prepare and deliver lesson plans and instructional materials that facilitate active learning.
- Develops schemes of work, lesson plans and tests that are in accordance with established procedures.
- Instruct and monitor students in the use of learning materials and equipment. Use relevant technology to support and differentiate instruction.
- Manage student behavior in the classroom by establishing and enforcing rules and procedures.
- Maintain discipline in accordance with the rules and disciplinary systems of the school.
- Provide appropriate feedback on work.
- Encourage and monitor the progress of individual students and use information to adjust teaching strategies.
- Maintain accurate and complete records of students' progress and development.
- Update all necessary records accurately and completely as required by laws, district policies and school regulations.
- Prepare required reports on students and activities.
- Participate in department, school, district and parent meetings.
- Communicate necessary information regularly to students, colleagues and parents regarding student progress and student needs.
- Establish and communicate clear objectives for all learning activities.
- Prepare classroom for class activities. Provide a variety of learning materials and resources for use in educational activities.
- Observe and evaluate student's performance and development.
- Assign and grade class work, homework, tests and assignments.

Other functions of the job include, but are not limited to

- Demonstrate preparation and skill in working with students from diverse cultural, economic and ability backgrounds.
- Encourage parent and community involvement, obtain information for parents when





requested, promptly return phone calls and answer emails.

- Participate in appropriate professional activities.
- Participate in extracurricular activities such as social activities, sporting activities, clubs and student organizations as directed.
- Other duties as assigned.

#### Supervises

- Students

#### Education

- Undergraduate Degree

#### Certification, Licenses and Registrations

- Appropriate Michigan Teaching Certificate preferred
- Pursuing Alternative Route to Teacher Certification

#### Physical and Mental Requirements

- Ability to sit, stand, walk, speak, listen, taste, and smell
- Ability to understand meaning of words and articulate effective responses
- Ability to add, subtract, multiply, and divide
- May need to manually, lift, carry, pull, or push heavy objects or materials
- Occasional stooping, bending, and reaching

#### Work Environment

- Typically quiet environment with sporadic periods of loud noise
- Classroom environment with heat and air-conditioning



**Job Title:** Administrative Support - Central Supply and Testing Coordinator

**Reports to:** Superintendent, Leadership Team

**Primary Purpose:**

Maintain inventory of instructional supplies and coordinate the variety of mandated and district testing of students.

**Qualifications:**

High School diploma or equivalent

Background in secretarial/administrative support

Proficient word processing and file maintenance skills

Effective organizational, communication, and interpersonal skills

Ability to use personal computer and software

**Duties and Responsibilities - Central Supply:**

1. Maintain equipment by properly training staff on uses of the equipment
2. Maintain proper amount of supplies available in Central Supply
3. Order supplies or other items as necessary
4. Maintain quality and appropriate quantities of supplies that are needed for instruction
5. Maintain quality/quantity of books available in the bookroom, both within the curriculum and ancillary materials
6. Maintain quality/quantity of manipulatives needed for instruction

**Duties and Responsibilities - Testing Coordinator:**

1. Coordinate all district-wide state, federal, and local assessments



**Job Title:** Business Manager

**Reports to:** Superintendent/CFO

**Employment Status:** Full-year Employee, exempt

**Primary Purpose:**

This position provides accounting controls to the district including administration. Tasks include financial operations at the district level for the district, creating and managing budgets for the school, as well as executing the financial objectives of the CFO.

**Qualifications:**

Bachelor's Degree (Accounting preferred)

Background in finance or accounting

Proficient word and data processing and file maintenance skills

Effective organizational, communication, and interpersonal skills

Acquires and maintains a thorough knowledge of laws, regulations, and policies pertaining to the financial affairs of the district. Ability to interpret such information for the Board, CFO, and other administrators.

Stay current on financial compliance and legislative issues - attend professional development seminars.

Stay current on financial, accounting, planning, investment, property management and other business related technologies to ensure that district operations are up-to-date and as efficient as possible.

**Duties and Responsibilities:**

1. Oversees the completion of grant applications, budgets, fund requests, and final expenditure reports.
2. Actively seek out and apply for grant and other financial opportunities for the district.
3. Accurately complete fund requests.
4. Month-end and year-end journal entries for all district funds.
5. Reconciliation of balance sheet, bank and investment accounts.
6. Manage activity accounts.
7. Computerized file transfers as required for payroll and other reporting requirements.
8. Continued review of accounts payable and payroll transactions and processing as needed.
9. Directing online transfers.
10. Monitor all Accounts Receivable, call overdue accounts for collection, and notify superintendent/CFO if accounts are deemed uncollectible.
11. Cash flow analysis.
12. Development of internal financial reports to improve reporting of financial information.

13. Preparation of analytical review of financial information for administrative-level decision making.
14. Creates, manages, and administers annual budgets, as well as budget amendments made during the year. The budgets are presented to the Superintendent, CFO, and Board of Directors for approval.
15. Vendor set-up and maintenance.
16. Accounts payable invoice entry.
17. Creation, deletion, and modification of general ledger accounts.
18. Posting general journal entries.
19. Preparing monthly and quarterly financial statements.
20. Audit preparation work.
21. Input financial transactions.
22. Preparation of cash deposits.
23. Preparation of financial documents for monthly Board of Directors and Finance Committee meetings.
24. Prepare all Board of Directors meeting agendas.
25. Record Board of Directors meeting minutes.
26. Maintain and manage all Board of Directors information.
27. Submit Board of Directors meeting documentation and financial information to LSSU.

**Evaluation:** This job description serves as the evaluation tool of the employee. Reviews of performance will be conducted at 30 and 60 days; followed by quarterly evaluations by the CFO and Superintendent.



**Job Title:** Administrative Support - Secondary Office

**Reports to:** Leadership Team

**Primary Purpose:**

This position provides administrative support to the secondary school including administration. Tasks include front desk, Counselor administrative support, and Special Education administrative support.

**Qualifications:**

High School diploma or equivalent

Background in secretarial/administrative support

Proficient word processing and file maintenance skills

Effective organizational, communication, and interpersonal skills

Ability to use personal computer and software

**Duties and Responsibilities of Front Desk:**

1. Greet parents, students, and visitors and assist with their needs
2. Answer telephones
3. Assist with attendance
4. Assist teachers
5. Format and type correspondence as requested by leadership
6. Registrar: including sending and receiving, signing in and out of CA60s, filing, organizing
7. Organize open house and conferences
8. Other duties as assigned

**Duties and Responsibilities of Counselor Administrative Support:**

1. Store and send report cards and character education report cards
2. Organize college campus visits
3. Correspond with college and organize dual enrollment paperwork
4. Organize and post student of the month
5. Organize and post college acceptance letters
6. Other duties as assigned

**Duties and Responsibilities of Attendance Administrative Support**

1. Coordinate and schedule attendance reporting structure
2. Accurately and efficiently verify attendance within Student Information System
3. Produce and communicate various attendance reports

### **Duties and Responsibilities of Special Education Administrative Support:**

1. Coordinate and schedule special education meetings (IEP, 504 etc.)
2. Process special education paperwork
3. Maintain IEP calendar
4. Assist Special Education teachers as needed
5. Other duties as assigned



**Job Title:** Administrative Support - Elementary Office

**Reports to:** Leadership Team

**Primary Purpose:**

This position provides administrative support to the secondary school including administration. Tasks include front desk, Counselor administrative support, and Special Education administrative support.

**Qualifications:**

High School diploma or equivalent

Background in secretarial/administrative support

Proficient word processing and file maintenance skills

Effective organizational, communication, and interpersonal skills

Ability to use personal computer and software

**Duties and Responsibilities of Front Desk:**

1. Greet parents, students, and visitors and assist with their needs
2. Answer telephones
3. Assist with attendance
4. Assist teachers
5. Format and type correspondence as requested by leadership
6. Registrar: including sending and receiving, signing in and out of CA60s, filing, organizing
7. Organize open house and conferences
8. Complete and record safety drill logs
9. Contact person for the Cherry Festival Prince /Princess program. Send letters and coordinate with families and the festival office.
10. Other duties as assigned

**Duties and Responsibilities of Counselor Administrative Support:**

1. Store and send report cards and character education report cards
2. Other duties as assigned

**Duties and Responsibilities of Attendance Administrative Support**

1. Maintain accurate attendance records in Student Information System
2. Monitor all elementary student attendance, send letters, initiate truancy process if needed
3. Review attendance concerns with Dean of Students
4. Send out daily morning attendance call

### **Duties and Responsibilities of Enrollment Administrative Support:**

1. Works in partnership with leadership to schedule parent information sessions
2. Make sure all registration documents are complete and on file.
3. Serves as the point person for application questions from the parent community and the campus staff, maintaining knowledge of application and lottery rules
4. Organize class lists and teacher requests
5. Ensure that campus leadership receives accurate information regarding projected student body
6. Communicates re-enrollment deadlines to campus and parent community in a timely manner
7. Continually manages the school's lottery waitlist
8. Coordinates parent and student engagement during summer months
9. Provide information and support for families navigating the application, decision, and enrollment process

### **Duties and Responsibilities of Pupil Accounting Administrative Support:**

1. Compile all data for State Reporting in MSDS for Fall, Spring and End of the Year Collections to the State of Michigan for school funding at district level.
2. State Reporting the EEM Collection annually to report required Days and Hours in compliance with the State of Michigan.
3. State Reporting the GAD Collection annually to report Graduation and Drop Out status in compliance with the State of Michigan.
4. State Reporting the SID Collection annually to report building crime and safety in compliance with the State of Michigan.
5. Monitoring all incoming and outgoing students to file for additional State funding between Collections.
6. Civil Rights Data Collection every other year for Federal Government Reporting (over 1800 points of questioning, takes three months to complete).
7. Database monitoring daily to maintain student information for pupil accounting.
8. Attend meetings and conferences offsite for training on pupil accounting updates and to inform leadership and staff of updated procedures.
9. Maintain attendance records for accuracy while working with staff and maintain for reporting purposes.
10. Apply and maintain Michigan Forgiven Days from the State of Michigan for each year.

### **Duties and Responsibilities of District Calendar Administrative Support:**

1. Coordinate and schedule all district activities, reporting requirements, and events onto one district calendar in cooperation with all district departments
2. See to publishing of calendar to staff and via public via website
3. Develop additional sub-level calendars as needed

### **Duties and Responsibilities of District Health Administrative Support:**

1. Set up the immunization roster each year on the MCIR state site. Review and send letters to incomplete students. Complete state report and meet November 1st deadline of at least 90% complete and the February 1st deadline of at least 95% complete.
2. Set up and schedule yearly health department hearing and vision screening and rescreening.



3. Once results come back from the health department, update the vision and hearing information to PowerSchool.
4. Send out daily attendance email to staff for staff to verify
5. Set up, schedule and dispense medications
6. Schedule and set up dates with the health department for our kindergarten round-up



**EDUCATIONAL SERVICES PROVIDER  
AGREEMENT**

This EDUCATIONAL SERVICES PROVIDER AGREEMENT is made this July 14, 2017 by and between Grand Traverse Academy (hereinafter referred to as "ACADEMY") and Advanaccess Education Services, LLC, DBA AccessPoint Educational HR (hereinafter referred to as "AccessPoint") a Michigan Corporation.

**RECITALS**

A. ACADEMY is a public school academy providing public school instruction as a charter school located at 1245 Hammond Road E., Traverse City Michigan 49686 pursuant to a contract ("Contract") issued by the Authorizer, Lake Superior State University ("Authorizer").

B. ACADEMY operates a public school academy under the direction of the ACADEMY Board of Directors ("Board").

C. AccessPoint is a Michigan Corporation with its offices at 28800 Orchard Lake Road, Farmington Hills, Michigan 48331.

D. AccessPoint offers to Michigan public school academies human resource management, staff employment, payroll, benefit administration, business management and other similar services.

E. ACADEMY desires to engage AccessPoint to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, ACADEMY hereby contracts with AccessPoint, to the extent permitted by law, and in accordance with terms and conditions of the contract issued by Lake Superior State University Board of Trustees, October 1, 2015, regarding performance of specified functions relating to the administration and management services.

F. ACADEMY designates the Covered Employees of AccessPoint assigned to ACADEMY as agents of the Academy having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

THEREFORE, the parties agree as follows:

1. Services Provided by AccessPoint. AccessPoint shall provide contract personnel services as outlined in this Agreement. ACADEMY may also purchase business services from AccessPoint as indicated in this Agreement.

a) Selection of Covered Employees. AccessPoint, at the recommendation of the chief administrator, shall employ and designate to ACADEMY all such qualified and certified faculty and staff except those work force positions which are listed as "excluded Work Force Positions" on Exhibit A to this Agreement, as may be necessary to accomplish the educational mission of ACADEMY consistent with the Board approved budget. AccessPoint reserves the right at any time during the term of this Agreement, on 30 day written notice to Academy, and with its concurrence, to re-designate a Covered Employee to an Excluded Work Force Position. The designated Excluded Work Force Positions shall not be covered by this Agreement unless otherwise mutually agreed.

AccessPoint shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by ACADEMY,

through its budget, and implemented by AccessPoint. The terms and conditions of such employment shall be set forth in an employment agreement between AccessPoint and each employee. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to ACADEMY by AccessPoint, will be provided to the Board by AccessPoint upon request.

c) Health Care Insurance. AccessPoint shall provide all qualified Covered Employees assigned to ACADEMY who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, AccessPoint shall be responsible for COBRA compliance and continuation of health benefit plans to terminated Covered Employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

d) Retirement Plan. AccessPoint shall make available to all qualified Covered Employees a retirement plan pursuant to IRC Section 401(k).

e) Payroll Taxes. As the employer, AccessPoint shall report and pay all applicable federal, state and local employee and employer payroll taxes from AccessPoint's own accounts.

f) Payroll Records. AccessPoint shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. Except as provided for in 1 (j), all payroll, benefit and personnel policies and procedures for Covered Employees shall be established by AccessPoint in collaboration with ACADEMY. Evaluation and compensation systems shall comply with the Michigan Revised School Code ("Code").

h) Worker's Compensation Insurance. AccessPoint shall maintain Worker's Compensation insurance during the term of this Agreement on all Covered Employees assigned to work for ACADEMY under this Agreement. Upon written request, AccessPoint shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

i) At-Will Employment Relationship. AccessPoint retains the right to hire or not hire any Covered Employee candidate for employment or terminate with or without cause any employee with written notice to the ACADEMY. Hiring, evaluation, disciplining and/or termination of the School Leader will be done in consultation with Academy through its President.

~~j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, AccessPoint shall have the right and authority to implement and supervise ACADEMY's policies and procedures relating to the Covered Employees. AccessPoint shall make every reasonable effort to act in the best interest of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over Covered Employees. ACADEMY agrees to cooperate and assist AccessPoint in the implementation and supervision of all such policies and procedures. All revisions to personnel policies and directives related to Covered Employees shall be made with approval of AccessPoint. The Academy shall select and acquire the evaluation system or systems used to conduct professional staff members' evaluations. The Academy shall also establish the corresponding policies and procedures for the evaluations.~~

## 2) Hiring, Evaluating, Supervising, Disciplining and Firing

a) AccessPoint shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the ACADEMY approved budget, subject to j above. ACADEMY may recommend the hiring or termination of a Covered Employee, it being

understood that AccessPoint retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee grievances and disputes consistent with budgetary limitations. AccessPoint shall consult, seek agreement, and coordinate with its Chief Administrator assigned to ACADEMY concerning any hiring, evaluating, supervising, disciplining, and termination of assigned staff before formal action is taken. ACADEMY Board will collaborate with AccessPoint on the selection, compensation and evaluation of the Chief Administrator. The Academy is not a joint employer of covered employees.

b) On-site Supervision. AccessPoint shall be responsible for on-site supervision directly and through its Chief Administrator assigned to ACADEMY. The Chief Administrator will serve as the liaison to the ACADEMY Board on behalf of AccessPoint. The Chief Administrator shall be the on-site consultant for AccessPoint and shall assist AccessPoint with its administrative and personnel responsibilities on ACADEMY premises. As to all administrative and personnel matters, the Chief Administrator shall coordinate with and report to designated AccessPoint managers and officers at AccessPoint's home office. AccessPoint, after consulting with the Chief Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. AccessPoint shall make every effort to act in the best interests of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over the Covered Employees. AccessPoint shall make certain that all appropriate guidelines concerning AccessPoint's oversight of Covered Employees is followed by said Chief Administrator and that its Chief Administrator shall comply with all AccessPoint directives dealing with its responsibilities herein above set forth.

### 3. AccessPoint Requirements.

a) Compliance with Applicable Criteria. AccessPoint assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by AccessPoint are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawewski Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which ACADEMY has secured or is seeking accreditation, and the Michigan Department of Education; and (iii) all other applicable policies of ACADEMY. AccessPoint shall promptly provide to ACADEMY, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against ACADEMY or AccessPoint that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate ACADEMY.

b) Employment Laws. AccessPoint shall comply with all applicable federal, state and local employment laws. AccessPoint shall comply with the Fair Labor Standards Act and control all overtime.

### 4. ACADEMY Requirements. ACADEMY shall provide the following:

a) Personnel Requirements. Advise AccessPoint of the faculty and staff required by ACADEMY to perform its mission, consistent with its approved budget.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against ACADEMY and name AccessPoint as an additional insured.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by the Contract with the Authorizer, statute or as desired by the Board.

d) Employment Laws. ACADEMY shall comply with all applicable federal, state and local employment laws. ACADEMY shall comply with the Fair Labor Standards Act and report all overtime to AccessPoint.

e) Records. ACADEMY shall maintain actual time records and verify the accuracy of all wage and hour information provided to AccessPoint at the end of each pay period. ACADEMY shall verify the accuracy of all wage and salary reports which shall be supplied to ACADEMY by AccessPoint at the end of each pay period. ACADEMY shall not pay any wages, salaries or other compensation, including employee benefits, without informing AccessPoint in writing.

f) Employee Benefits. ACADEMY shall provide to AccessPoint a written statement with regard to all policies concerning employee compensation, evaluation and benefits. These policies shall comply with all federal, state and local governmental laws and regulations.

g) Safety Requirements. ACADEMY shall comply with all safety, health and work laws, regulations and rules at its own expense. ACADEMY and AccessPoint shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving Covered Employees shall be reported immediately to AccessPoint by the Chief Administrator or designee. ACADEMY shall cooperate with AccessPoint's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect ACADEMY's property.

h) Discipline, Layoff, or Termination of Covered Employees. ACADEMY agrees to comply with all AccessPoint personnel policies and procedures, directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees to the extent those directives reasonably consider the policies, procedures, rules, regulations, mission and curriculum established by the ACADEMY Board. AccessPoint shall provide a copy of the foregoing personnel policies and procedures to the Academy within 30 days of execution of this agreement. ACADEMY further agrees to immediately notify AccessPoint of any material change in the current business operations of ACADEMY.

i) Personnel Issues. In the event ACADEMY becomes dissatisfied with the performance of any Covered Employee, AccessPoint shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

j) Employee Background Checks. ACADEMY or its designated subcontractor (approved by AccessPoint) shall be responsible for performing all pre-employment, background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), as if employed by ACADEMY directly. The results of the screening and investigation will be reported to AccessPoint in accordance with State law, MDE and/or the Authorizer's procedures. All fees incurred by AccessPoint in connection with the screening and investigation shall be billed to and paid by ACADEMY. The results of the screening and investigation of pre-employment records must be made available for review by the Authorizer at the Academy's office.

k) Academic Program. ACADEMY shall be responsible for the development and implementation of all curriculum and educational programming for the Academy. Covered Employees shall be responsible for complying with the Academic Program set forth in the Contract.

5. Term of Agreement. This Agreement shall commence on July 14, 2017 and continue for a period of two years. Either party may cancel this Agreement with or without cause at the end of the second year of this agreement with 90 days prior written notice. If the ACADEMY and/or AccessPoint becomes obligated for Michigan Public School Employees Retirement System (MPSERS) or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the

90 day termination notice provision at any time during the contract. The parties acknowledge that as part of any contract reauthorization with the Authorizer, it may require ACADEMY and AccessPoint to submit an entirely new Agreement for review by the Authorizer.

6. Service Fee. A Service Fee shall be charged to ACADEMY equal to the total gross pay of all Covered Employees within a class assigned to ACADEMY multiplied times the billing rate for each class of Covered Employees. "Taxable wage limits" is the sum of all earnings by a Covered Employee that are eligible for a particular type of tax (for example: State Unemployment Tax, Federal Unemployment Tax, and Social Security). Each tax is different and has different regulations about limits to the amount of wages that can be considered taxable with respect to that tax

The following billing rates apply:

i) School Professional (teachers and Chief Administrator) at the billing rate 1.1665, 1.1605, & 1.1095 as taxable wage limits are reached.

ii) Clerical at the billing rate of 1.1641, 1.1581, & 1.1071 as taxable wage limits are reached.

iii) Janitorial at the billing rate of 1.2312, 1.2252, & 1.1742 as taxable wage limits are reached.

iv) ACADEMY shall pay a one-time Set-Up Fee of \$3,250 for implementation due and payable upon initial invoicing of Service Fee.

v) ACADEMY acknowledges that AccessPoint's cost for any item covered by the Service Fee may be more or less than the amount collected using the Service Fee rates.

vi) The Service Fee shall be billed once per pay period and due upon receipt.

vii) The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates, payroll taxes, worker's compensation premiums, or employee benefit program changes. AccessPoint shall give ACADEMY thirty (30) days written notice of any change in the Service Fee, subject to AccessPoint's timely notice from any third party involved. This provision does not pertain to monthly fee rates which may vary because of the hours worked by Covered Employees.

7. Costs. ACADEMY shall pay, all additional costs or expenses incurred by AccessPoint that are incidental to the performance of this Agreement and are approved by the ACADEMY. These additional costs or expenses may include, but are not limited to, employee replacement costs, hiring temporary personnel, fidelity bonding, and ACADEMY approved training programs. AccessPoint's total billings to ACADEMY, however, for the Fees described in Paragraph 6 and the Costs described in this Paragraph shall not exceed the total budget amount approved by the ACADEMY Board, provided that AccessPoint is only obligated to provide services equal to that amount. Additional costs shall be billed once per month and are due upon receipt. AccessPoint shall provide reasonable notice, or seek approval, as may be practicable, before costs are incurred.

8. Payment of Fees and Costs. ACADEMY shall execute a Wire Transfer to AccessPoint, from the designated ACADEMY account in an amount equal to the Fees described in Paragraph 6 and Costs described in Paragraph 7 of this Agreement. ACADEMY agrees to pay AccessPoint within ten business days upon receipt of a properly documented invoice, incurred pursuant to this Agreement, subject to ratification by the ACADEMY Board. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the ACADEMY Board or not,

the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 12. If for any reason not attributable to AccessPoint, payment is not made when due, ACADEMY agrees pay AccessPoint interest on the amount due at a rate of three (3) percent of the delinquent amount plus one and one-half percent (1.5%) of the delinquent amount per month for any period of delinquency over one month.

**9. Insurance:** The Academy's insurance policies will be in compliance with the Michigan Universities Self Insurance Corporation (M.U.S.I.C.) requirements and in accordance with the limits required by Authorizer. The Academy will be the first named insured and AccessPoint will also be named as an additional insured.

a) **Vehicle Insurance.** ACADEMY shall provide liability insurance for any Covered Employee of AccessPoint assigned to ACADEMY driving any vehicle while in the employment of AccessPoint for ACADEMY. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. ACADEMY shall also provide personal injury protection coverage of \$1,000,000. ACADEMY shall name AccessPoint as an additional insured on these policies with thirty (30) days advance notice of cancellation or material change in such policies.

b) **General Liability Insurance.** ACADEMY shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring ACADEMY against bodily injury and property damage liability caused by ACADEMY's premises operations or activities conducted off premises related to operation of ACADEMY. The policy shall include blanket contractual liability and personal injury coverage. ACADEMY shall name AccessPoint as an additional insured on this policy with thirty (30) days advance written notice of cancellation or material change.

c) **Professional Liability Insurance.** ACADEMY shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming AccessPoint as an additional insured. ACADEMY shall maintain a Worker's Compensation policy with an "if any" provision.

d) **AccessPoint M.U.S.I.C. Insurance Coverage.** AccessPoint shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leader's errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. AccessPoint shall name ACADEMY and the Academy's Authorizer as an additional insured on this policy with thirty (30) days advance written notice of cancellation or material change.

#### **10. Termination of Agreement.**

a) This Agreement shall terminate and the parties shall be relieved of all responsibility under this Agreement, as of the ending date of the last payroll period immediately preceding any of the following events:

- i) ACADEMY or AccessPoint files for bankruptcy or becomes insolvent;
- ii) The facility where Covered Employees are engaged in work for ACADEMY is closed permanently;
- iii) ACADEMY requests a layoff of 25 % of the workforce;

- iv) ACADEMY or AccessPoint, and its successors and assigns discontinue operation;
- v) ACADEMY or AccessPoint meet the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vi) ACADEMY's Contract with authorizer is discontinued or not renewed.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement that constitutes a default under the Agreement or allows AccessPoint to terminate this Agreement.
- viii) State or authorizer mandated shut down (dissolution) of ACADEMY

b) ACADEMY may terminate this Agreement prior to the end of the term specified in Paragraph 5 or in the event that AccessPoint shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period may be extended, so long as AccessPoint proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to:

(1) AccessPoint's failure to account for its expenditures or to pay ACADEMY operating costs as specifically noted in this agreement (provided funds are available to do so), (2) failure of AccessPoint to follow mission, policies, procedures, rules, regulations or curriculum duly adopted by the ACADEMY Board and communicated to AccessPoint, provided that such mission, policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from AccessPoint or from an educational consultant retained by the Board about matters concerning AccessPoint's performance or the performance of the staff which are not reasonably corrected or explained to the Academy Board's satisfaction; or (4) AccessPoint's failure to abide by applicable laws in its administration of this Agreement (5) failure by AccessPoint to hire, retain, or terminate employees consistent with the Board's reasonable expectations, policies, procedures, rules, regulations, mission or curriculum, (6) initiation of a legal proceeding, litigation or arbitration against the Academy by Access Point; (7) initiation of a legal proceeding, litigation or arbitration against AccessPoint by the Academy; and (8) unauthorized disclosures of information under state or federal law.

c) In the event ACADEMY terminates this Agreement pursuant to this Paragraph, ACADEMY shall pay all charges due under this Agreement through the last date of services provided by AccessPoint.

#### 11. Indemnification.

a) AccessPoint. AccessPoint shall indemnify and hold ACADEMY, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by AccessPoint Covered Employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance by AccessPoint with any agreements, covenants, warranties, or undertakings of AccessPoint contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of AccessPoint contained in or made pursuant to this Agreement or for wrongful, tortious or negligent acts. In addition, AccessPoint shall reimburse ACADEMY for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. This indemnification shall include all wrongful, tortious or negligent acts of AccessPoint or any failure on AccessPoint's part to perform any of its duties during the term of this Agreement, including violations of federal, state and local laws and



regulations. AccessPoint shall not be responsible to indemnify ACADEMY for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to ACADEMY and shall be not less than \$1,000,000 per occurrence.

b) ACADEMY. ACADEMY shall, to the extent permitted by law, indemnify and hold AccessPoint, including its officers, directors and agents harmless from all wrongful, tortious or negligent acts committed by ACADEMY or any Covered Employees acting under the direction or supervision of the ACADEMY Board. This includes violations of federal, state or local laws and regulations. ACADEMY shall indemnify AccessPoint against any claims, administrative determinations, judgments, damages, reimbursement, back pay, penalties, fines, costs or loss, including reasonable attorney fees resulting from such wrongful, tortious or negligent acts. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to AccessPoint and shall be not less than \$1,000,000 per occurrence.

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12. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both ACADEMY and AccessPoint agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held at a location agreeable to the parties, or if they cannot agree, at a location determined by the arbitrator and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within ninety (90) calendar days of the event precipitating the disagreement, or within 90 days the party reasonably discovers the precipitating event or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either ACADEMY or AccessPoint, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, but those costs and fees may not be reallocated by the arbitrator in the award of damages.

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If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

Except as provided, the arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law. The arbitrator's award will be final and binding on both parties, and may be enforced in a court of competent jurisdiction.

13. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the

authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

14. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party that is shown above. If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

15. Responsibility for Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

16. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

17. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

18. No Third-Party Rights. This Agreement is intended solely for the benefit of AccessPoint and ACADEMY, and it shall not be construed to create any benefits for or rights in any other person or entity, including Covered Employees, patients, or their representatives.

19. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

20. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.

21. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

22. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

23. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

24. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the ACADEMY Board, except that AccessPoint may assign its rights and duties to a subsidiary within the AccessPoint organization upon 60 days' written notice to the ACADEMY Board and provided the ACADEMY Board approves said assignment.

25. ACADEMY Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the ACADEMY Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of ACADEMY as provided under Michigan law. This Agreement does not 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.

26. Governmental Immunity. No provision of this Agreement is intended to restrict the ACADEMY Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit

AccessPoint from asserting any defense that may be available to it under this Agreement or under Michigan law. ACADEMY shall not waive or assert any rights to the sole detriment of AccessPoint related to ACADEMY's obligations to AccessPoint under this agreement unless said actions are the result of an alleged breach of this Agreement by AccessPoint.

**27. Financial, Educational, Employee and Student Records.** Financial, educational, employee, and student records pertaining to ACADEMY are ACADEMY property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All ACADEMY records shall be physically or electronically available, upon request, at ACADEMY's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, AccessPoint shall not restrict the authorizer's, the public's, or the independent auditor's access to ACADEMY's records consistent with applicable statutes.

**28. Independent Auditor and Legal Counsel.** AccessPoint shall not select or designate the independent auditor, accounting firm or legal counsel for ACADEMY. All finance and other records of AccessPoint relating to ACADEMY will be made available to ACADEMY's independent auditor at the request of ACADEMY or the auditor.

**29. Procurement of Equipment, Materials, and Supplies.** If AccessPoint procures equipment, materials, and supplies at the request of or on behalf of ACADEMY, AccessPoint shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by AccessPoint on behalf of or as the agent of ACADEMY are the property of ACADEMY. When making a purchase on behalf of or as agent of ACADEMY, AccessPoint shall comply with Section 1274 of the Code as if ACADEMY were making a purchase directly from a third party.

**30. ACADEMY Proprietary Rights.** ACADEMY owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by ACADEMY;
- b) were developed by AccessPoint at the direction of the ACADEMY Board with ACADEMY funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by ACADEMY are subject to disclosure under the Revised School Code and the Freedom of Information Act.

**31. AccessPoint Proprietary Rights.** AccessPoint owns all proprietary rights over curriculum, educational or ACADEMY management materials:

- a) previously developed or copyrighted by AccessPoint or
- b) curriculum, educational or ACADEMY management materials that are specifically developed by unreimbursed AccessPoint funds for ACADEMY or
- c) materials that are not otherwise dedicated for the specific purpose of developing ACADEMY curriculum, educational or ACADEMY management materials.

All educational materials and teaching techniques used by are subject to disclosure under the Code and the Freedom of Information Act.

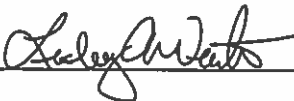
32. Employment Liability. AccessPoint is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.


33. Marketing and Development. Should AccessPoint provide marketing and development services to ACADEMY, the cost paid by or charged to ACADEMY shall be limited to those costs specific to the ACADEMY program and shall not include any costs for the marketing and development of AccessPoint.

34. Compliance with Authorizer's Contract. ACADEMY and AccessPoint intend for this Agreement to comply with the Contract issued by the Authorizer to ACADEMY and the Education Service Provider Policies issued by Authorizer's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies that provision is invalid and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by the Authorizer will be borne by ACADEMY and subject to AccessPoint's ability to perform. If the additional costs are deemed excessive by the ACADEMY Board and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

35. Cooperation with other contractors of Academy. AccessPoint shall to the extent not inconsistent with this agreement or AccessPoint's policies and procedures, coordinate with and work cooperatively with other service providers retained by the Academy including but not limited to Rehmann Robson who is currently retained for financial services.

This Agreement is executed as of the date first written above.

Academy  
By:   
Its: President  
Dated: July 14, 2017

AccessPoint  
By:   
Its: President  
Dated: 7/25/17

## **Exhibit A**

### **List of Excluded Workforce Position at Academy**

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**EDUCATIONAL SERVICE PROVIDERS**  
**AGREEMENT ADDENDUM**

This Addendum, effective as of the 14<sup>th</sup> day of July, 2017, is to amend the Educational Service Providers Agreement ("Agreement") by and between Advanaccess Education Services, LLC, DBA AccessPoint Educational HR ("AccessPoint"), and Grand Traverse Academy ("Academy") dated July 14, 2017, with reference to the following facts:

- A. The Academy is a Michigan public school academy which shall be authorized pursuant to a contract ("Contract") issued by the Lake Superior State University Board of Trustees.
- B. The Lake Superior State University Board of Trustees has certain policies ("LSSU ESP Policies") relating to the content of educational service agreements between the public school academies which it authorizes and the educational service providers which assist these academies.
- C. The purpose of this Addendum is to modify and amend the Agreement between the Academy and AccessPoint such that it is compliant with the LSSU ESP Policies.

Now therefore, for good and valuable consideration the sufficiency and receipt of which is acknowledged, it is agreed:

1. Compliance with LSSU ESP Policies.

To assure compliance with LSSU ESP Policies, the terms and conditions set forth in Exhibit A shall supplement, modify, and amend the Agreement and be incorporated in their entirety into the Agreement.

2. Interpretation.

All terms and conditions this Addendum shall supersede and/or supplement the terms and conditions of the Agreement and where inconsistent, the terms and conditions of this Addendum shall prevail. Unless specifically modified or amended by the terms and conditions of this addendum, all other provisions of the Agreement shall remain unchanged and enforceable as written. All capitalized terms in this Addendum shall have the meaning ascribed to them in the Agreement.

3. Binding Effect.

The parties affirm that they have read and understand, and agree with the terms of the Agreement and this Addendum. The terms and conditions of this Addendum shall be binding upon the parties hereto, their successors and permitted assigns.

Grand Traverse Academy  
~~Advanaccess Educational Services, LLC~~

Advanaccess Educational Services, LLC  
~~Grand Traverse Academy~~

By: [Signature]

By: [Signature]

Its: President

Its: \_\_\_\_\_

Dated: July 14, 2017

Dated: 7/25/17

## EXHIBIT A

### AUTHORIZERS REQUIRED CONTRACT PROVISIONS

- A. Indemnification of Lake Superior State University.** The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Lake Superior State University, which arise out of or are in any manner connected with Lake Superior State University Board's approval of the application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Lake Superior State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Lake Superior State University Board of Trustees. The parties expressly acknowledge and agree that Lake Superior State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."
- B. Revocation or Termination of Contract.** If the Academy's Contract issued by Lake Superior State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties.
- C. Compliance with Academy's Contract.** The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Lake Superior State University's Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- D. Compliance with Section 503c.** On an annual basis, if the ESP provides financial services to the Academy, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.

**AMENDMENT TO EDUCATIONAL SERVICES  
PROVIDER AGREEMENT**

This is an Amendment to the Educational Services Provider Agreement ("Agreement") entered into by and between Advanaccess Education Services, LLC, dba AccessPoint Educational HR ("AccessPoint") and Grand Traverse Academy ("Academy") on July 14, 2017. This Amendment is effective as of July 14, 2019.

The Agreement expires on July 14, 2019. The parties have agreed to extend the term of the Agreement.

Therefore, it is the intent of the Parties to amend the Agreement as follows:

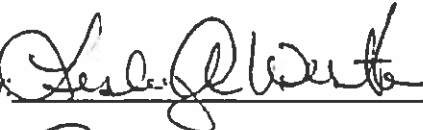
1. The Term of the Agreement. The Term of the Agreement shall be extended from July 1, 2019 to ~~July 1, 2021.~~  
JUNE 30, 2021 (see)
2. All other provisions of the Agreement, as amended, which are not specifically revised by this Amendment, shall remain in full force and effect.

**THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS ADDENDUM.**

Advanaccess Education Services, LLC.

Grand Traverse Academy

By: 

By: 

Its: President

Its: PRESIDENT

Dated: 6-7-19

Dated: 6.5.19





May 24, 2019

Lesley Werth  
Board President  
Grand Traverse Academy  
1245 Hammond Road East  
Traverse City, MI 49686

To whom it may concern,

Thank you for your continued confidence and the opportunity to continue serving Grand Traverse Academy. We are committed to providing you and the leadership team with the very best experience possible.

I know that the Board requested confirmation regarding a few points that were addressed in our proposal. Please allow me to confirm the following commitments that were made to you previously by AccessPoint through Lisa Baker-Lorincz:

1. 401(k) Forfeitures. When a Covered Employee withdraws from the 401(k) plan before they are 100% vested any forfeitures will reduce the employer contribution by an equal amount for the payroll run after we receive confirmation of the forfeiture from Slavic, unless this practice is otherwise prohibited by law. To clarify, a Covered Employee terminating employment without withdrawing from the 401(k) plan does not result in a forfeiture.

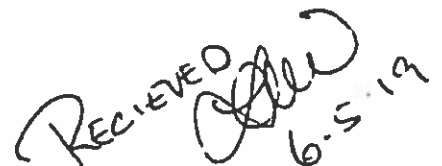
2. 401(k) Transfers. All employer non-vested contributions to the 401(k) plan may be transferred to a successor company upon a change of the Educational Services Provider, so long as the transfer complies with the law.

3. Itemized Billings. AccessPoint's bi-weekly invoice will itemize the administrative fee, gross wages, Social Security/Medicare, federal and state unemployment, workers' compensation insurance, additional required insurance costs, employer portion of health benefits and 401(k) employer contributions.

I trust this addresses any concerns that you or the board may have. Thank you again for allowing us to continue working with GTA, we hope to continue adding value and helping the school flourish.

Warmest Regards,

  
Gregory J Packer

RECEIVED  
  
6-5-19

**SECOND AMENDMENT TO EDUCATIONAL SERVICES  
PROVIDER AGREEMENT**

This is the Second Amendment to the Educational Services Provider Agreement ("Agreement") previously entered into by and between Advanaccess Education Services, LLC, dba AccessPoint Educational HR ("AccessPoint") and Grand Traverse Academy ("Academy") on July 14, 2017 as contemporaneously amended July 14, 2017, and as again amended July 14, 2019. See Exhibit A. This Second Amendment is effective as of July 1, 2021.

The July 14, 2017, agreement as amended expires on June 30, 2021. The parties have agreed to extend the term of the Agreement and amend the Service Fee and other provision of the Agreement:

Therefore, it is the intent of the Parties to amend the Agreement as follows and the parties do agree as follows:

1. The Agreement dated July 14, 2017, as amended, Paragraph 1 is amended by adding the following language as a new Paragraph 1(k):

(k) **No non-compete clauses.** AccessPoint is prohibited from executing contracts with its staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) that contain noncompete, no hire, or similar provisions of any nature.

2. The Agreement dated July 14, 2017, as amended, Paragraph 3 is amended by adding the following language as a new Paragraph 3(c):

(c) **Information Availability.** AccessPoint shall make information concerning the operation and management of the Academy, including but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and Applicable Law, this Agreement shall restrict the Lake Superior State University Board of Trustees', the Lake Superior State University Charter Schools Office's or the public's access to the Academy's records.

3. The Agreement dated July 14, 2017, as amended, Paragraph 3 is amended by adding the following language as a new Paragraph 3(d):

(d) **Data Privacy.** The Academy and AccessPoint agree that each shall observe Board policies and applicable law, including but not limited to Section 1136 of the Michigan Revised School Code, regarding the confidentiality of Covered Data and Information. Covered Data and Information ("CDI") includes paper

and electronic student education record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR § 99.13. CDI also includes any new records created and maintained by the Academy or AccessPoint under this Agreement using CDI. AccessPoint shall not use or disclose CDI received from or on behalf of the Academy except as permitted or required by this Agreement and/or applicable law. Upon termination or other conclusion of this Agreement, AccessPoint shall return all CDI to the Academy it maintains or has in its possession, if any. To the extent AccessPoint has access to CDI, AccessPoint shall 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. AccessPoint, within two business days of discovery, shall report to the Board any use or disclosure of CDI not authorized by this Agreement. The report shall identify, at minimum: (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 AccessPoint has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action AccessPoint has taken or shall take to prevent future similar unauthorized use or disclosure. AccessPoint shall provide such other information, including a written report, as reasonably requested by the Board.

4. The Agreement dated July 14, 2017, as amended, Paragraph 4(a) is amended to add the following language at the end of the paragraph: "The Board is responsible for designating the Chief Administrative Officer for the Academy. If the Academy employs a superintendent, then the Board may designate the superintendent as the Chief Administrative Officer of the Academy. If the Academy contracts with a superintendent, then the Board shall designate a Board member as the Chief Administrative Officer of the Academy. No owner, officer, director, employee or agent of AccessPoint shall be designated as the Chief Administrative Officer of the Academy, but an AccessPoint employee may assist a Board member who is the Chief Administrative Officer in carrying out their responsibilities."

5. The Agreement dated July 14, 2017, as amended, Paragraph 4(c) is amended to add the following language at the end of the paragraph: "The Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount. No provision of this Agreement shall alter the 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 applicable law. The signatories on the depository account shall only be Board members properly designated annually by Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy."

**6. Term of the Agreement.** The Agreement dated July 14, 2017, as amended, Paragraph 5 titled "Term of Agreement" is deleted in its entirety and replaced with the following:

"5. **Term of Agreement.** The term of the Agreement shall be extended from July 1, 2021 to July 1, 2024. Either party may terminate this agreement with 90 days written notice with or without cause. The parties recognize that contract reauthorization with the Authorizer may require a new or revised agreement. Without regard to any terms of the July 14, 2017 agreement as amended, GTA may terminate this Agreement at any time with written notice as provided, without cause"

**7. Service Fee.** The Agreement dated July 14, 2017 as amended Paragraph 6. subsections (i) through (iv) are amended as follows:

- a. (i) School Professionals, including teachers, administrators, and clerical at the billing rate 1.1372, 1.1312, and 1.1062 as taxable wage limits are reached.
- b. (ii) is deleted.
- c. (iii) Janitorial at the billing rate of 1.2008, 1.1948, and 1.1698 as taxable wage limits are reached.
- d. (iv) is deleted

8. The Agreement dated July 14, 2017, as amended, Paragraph 7 is amended by deleting the last sentence and replacing with the following language: "If additional costs are not in the Board approved budget, AccessPoint shall seek approval before costs are incurred. No corporate costs or "central office" personnel costs of AccessPoint shall be charged to, or reimbursed by, the Academy, and such corporate costs or "central office" personnel costs shall be paid out of the fee paid by the Academy."

9. The Agreement dated July 14, 2017, as amended, Paragraph 9 is amended by deleting the first paragraph and replacing it with the following: "The Academy's insurance policies will be in compliance with the Michigan Universities Self Insurance Corporation (M.U.S.I.C.) requirements and in accordance with the limits required in the Contract by Authorizer. The Academy will be the first named insured and AccessPoint will also be named as an additional insured. AccessPoint's cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by AccessPoint."

10. The Agreement dated July 14, 2017 as amended, Paragraph 10(b) is deleted in its entirety and replaced with the following: "(b) [Intentionally omitted]."

11. The Agreement dated July 14, 2017, as amended, Paragraph 10 is amended by adding the following language as Paragraph 10(d):

"(d) 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 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 Lake Superior State University Charter Schools Office 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."

12. The Agreement dated July 14, 2017, as amended, Paragraph 10 is amended by adding the following language as Paragraph 10(e):

"(e) Upon termination or expiration of this Agreement, or the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, AccessPoint shall, without charge: (i) close the books on the then-current school fiscal year (to the extent AccessPoint provides financial services to the Academy pursuant to this Agreement); (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 (to the extent AccessPoint provides financial services to the Academy pursuant to this Agreement); (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to AccessPoint, if any) (to the extent AccessPoint provides financial services to the Academy pursuant to this Agreement); (v) the amount owed by AccessPoint to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the cause 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 (to the extent AccessPoint provides financial services to the Academy pursuant to this Agreement); 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 AccessPoint to the Academy."

13. The Agreement dated July 14, 2017, as amended, Paragraph 12 is amended by adding the following language after the second sentence of the last paragraph: "The written decision of the arbitrator shall be made available to the Lake Superior State University Board of Trustees or the Lake Superior State University Charter Schools Office upon request."

14. The Agreement dated July 14, 2017, as amended, Paragraph 13 is amended by adding the following language before the last sentence of the paragraph: "The parties recognize that this Agreement and any amendment

thereto must comply with the Contract and in compliance with the Lake Superior State University Charter Schools Office ESP Guidelines.”

15. The Agreement dated July 14, 2017, as amended, Paragraph 18 is deleted in its entirety and replaced with the following language: “Except as otherwise provided in this Agreement, this Agreement is intended solely for the benefit of AccessPoint and the Academy, and it shall not be construed to create any benefits for or rights in any other person or entity, including Covered Employees, patients, or their representatives.”

16. The Agreement dated July 14, 2017, as amended, Paragraph 26 is deleted in its entirety and replaced with the following language:

**Governmental Immunity.** This Agreement shall not restrict the Board from waiving its governmental immunity or require the Board to assert, waive or not waive its governmental immunity.

17. The Agreement dated July 14, 2017, as amended, Paragraph 28 is deleted in its entirety and replaced with the following language:

**Independent Auditor and Financial Records.** AccessPoint shall not select, retain, evaluate, or replace the independent auditor, accounting firm, or legal counsel for the Academy. All finance and other records of AccessPoint related to the Academy will be made available to the Academy, to the Academy's independent auditor or the Lake Superior State University Charter Schools Office upon request.”

18. The Agreement dated July 14, 2017, as amended, Paragraph 32 is amended by adding the following language after the last sentence of the paragraph: “AccessPoint accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. AccessPoint is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether AccessPoint receives an advancement of its costs or the payment of services from the Academy.

19. The Agreement dated July 14, 2017, as amended, is amended to add a new Paragraph 36, which includes the following language:

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

20. Exhibit A to the July 14, 2017 Agreement Addendum is deleted in its entirety and replaced with Exhibit A to this Second Amendment.

21. All other provisions of the Agreement, as previously amended, which are not specifically deleted or revised by this Amendment, shall remain in full force and effect.

**THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS SECOND AMENDMENT.**

Advanaccess Education Services. LLC.

Grand Traverse Academy

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

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

Its: President

Its: President

Dated:

Dated: *06.30.21*

Exhibit A attached and made part of this agreement.

21. All other provisions of the Agreement, as previously amended, which are not specifically deleted or revised by this Amendment, shall remain in full force and effect.

**THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS SECOND AMENDMENT.**

Advanaccess Education Services. LLC.

Grand Traverse Academy

By: 

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

Its: President

Its: President

Dated: 6-29-21

Dated:

Exhibit A attached and made part of this agreement.



## EXHIBIT A

### AUTHORIZER REQUIRED CONTRACT PROVISIONS

A. **Indemnification of Lake Superior State University.** The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, AccessPoint hereby promises to indemnify, defend, and hold harmless the University from and 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 the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the Lake Superior State University Board of Trustees’ approval of the Academy’s application, Lake Superior State University Board of Trustees’ consideration of or issuance of a Contract, AccessPoint’s preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by AccessPoint, or which arise out of the failure of AccessPoint to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Lake Superior State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against AccessPoint to enforce its rights as set forth in this Agreement.

B. **Agreement Coterminous With Academy’s Contract.** If the Academy’s Contract issued by the Lake Superior State University Board of Trustees is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or 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.

C. **Compliance with Academy’s Contract.** AccessPoint 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 Lake Superior State University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.

D. **Compliance with Section 503c.** On an annual basis, to the extent AccessPoint provides financial services to the Academy pursuant to this Agreement, AccessPoint agrees to provide the 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 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.

E. **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 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 AccessPoint shall have no recourse against the Academy or the Lake Superior State University Board of Trustees for implementing such site closure or reconstitution.

**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

**SCHEDULE 6**  
**Physical Plant**

|  |      |
|--|------|
| Physical Plant Description.....        | 6-1  |
| Physical Plant Drawing .....           | 6-2  |
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| Combined Closing Statement .....       | 6-4  |
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| Warranty Deed.....                     | 6-8  |
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| Warranty Deed.....                     | 6-11 |

## 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 Grand Traverse Academy (“Academy”) is as follows:

Address: 1245 Hammond Road East, Traverse City, MI 49686

Description: Grand Traverse Academy is located in Traverse City, East Bay Township, Grand Traverse County, Michigan. The school is situated on 53 acres of wooded lots and wetlands. Two main driveways connect the campus with Hammond Road and Three Mile Road near the Northeast corner of the intersection of Hammond and Three Mile Roads. The majority of the building structure is obscured from the view of the roadways, and is set back from the roads far enough to provide a safe and secure feeling. One small, and one large playgrounds provide ample space for students to recreate as well as a great deal of greenspace for exterior learning areas and play. Two out buildings; a facilities barn as well as a geodome greenhouse are in addition to the main school building. The physical building is 105,000 sqft, and consists of 61 classrooms and 10 office spaces. Classrooms are grouped together in sub-hallways, and the building is arranged around an Early Elementary Wing (PK-Kindergarten), Main Elementary (Grades 1-6), and Secondary (Grades 7-12). There are two gymnasiums for fitness as well as athletics. Sub hallways include individual occupant restrooms, and most have additional office space/small group instructional space.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-K-12

Name of School District and Intermediate School District:

Local: Traverse City Area Public Schools

ISD: Northwest Educational Services

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 University 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

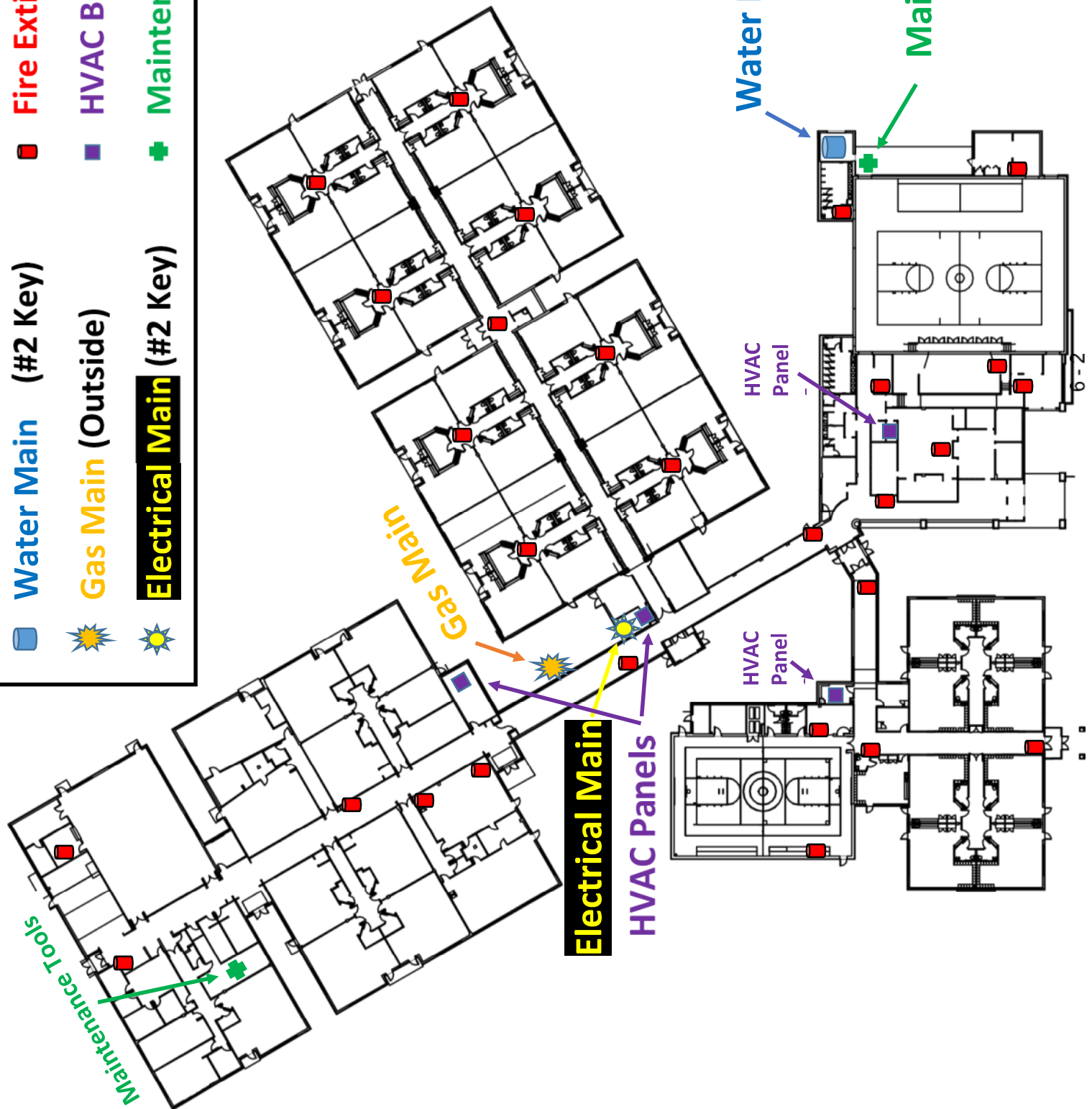
4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals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



|   |                                 |   |                                     |
|---|---------------------------------|---|-------------------------------------|
|   | <b>Water Main (#2 Key)</b>      |   | <b>Fire Extinguishers</b>           |
|  | <b>Gas Main (Outside)</b>       |  | <b>HVAC Breaker Panels (#2 Key)</b> |
|  | <b>Electrical Main (#2 Key)</b> |  | <b>Maintenance Tools (#2 Key)</b>   |



Maintenance Tools

Gas Main

Electrical Main

HVAC Panels

Water Main

HVAC Panel

HVAC Panel

Maintenance Tools

6-2

# CERTIFICATE OF USE AND OCCUPANCY

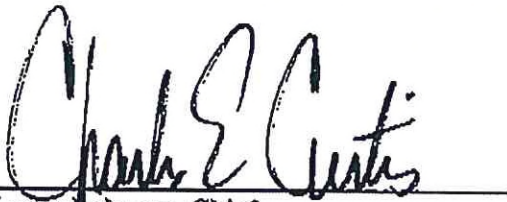
## PERMANENT

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

Building Permit: B032251  
Grand Traverse Academy  
1245 Hammond Road  
Traverse City, Michigan  
Grand Traverse County

The above named building of Use Group U and Construction Type 5B 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

December 29, 2011



414 East Front Street  
 Traverse City, MI 49686  
 (231) 946-6033

**COMBINED CLOSING STATEMENT  
 FINAL**

Seller: **Comstock Construction Company**

Escrow No: 20028014-001-TO

Close Date: 12/11/2002

Proration Date:

Date Prepared: 12/10/2002

Buyer: **Grand Traverse Academy**

Property Address: **1245 Hammond Rd.  
 Traverse City, MI 49686**

| Seller Debit | Seller Credit | Description   | Buyer Debit  | Buyer Credit |
|--------------|---------------|---|--------------|--------------|
|              | 3,530,000.00  | <b>TOTAL CONSIDERATION:</b><br>Total Consideration  | 3,530,000.00 |              |
| 4,530.00     |               | <b>NEW AND EXISTING ENCUMBRANCES:</b><br>New First Loan from U.S. Bank National Association<br>Title Insurance Fees to Corporate Title & Escrow Company | 8,704.00     | 3,543,984.00 |
| 30,358.00    |               | <b>RECORDING FEES:</b><br>State Tax/Stamps to Register of Deeds<br>State Deed: \$30,358.00<br>Recording Fees to   | 250.00       |              |
|              |               | <b>TITLE CHARGES</b><br>Escrow Fee to Corporate Title & Escrow Company  | 500.00       |              |
| 34,888.00    | 3,530,000.00  | Sub Totals  | 3,539,454.00 | 3,543,984.00 |
| 3,495,112.00 |               | Refund Due Buyer  | 4,530.00     |              |
| 3,530,000.00 | 3,530,000.00  | Proceeds Due Seller   |              |              |
|              |               | Totals  | 3,543,984.00 | 3,543,984.00 |

Buyer/Borrower understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available, from other sources and cannot guarantee the accuracy thereof.

Comstock Construction Company

Grand Traverse Academy

*Joseph W. Comstock II*  
 By: Joseph W. Comstock II  
 Its: Vice President of Finance, Treasurer &  
 Assistant Secretary

*[Signature]*  
 By: \_\_\_\_\_  
 Its: Treasurer

### SETTLEMENT CONDITIONS

All of the terms and conditions of the Option Agreement between the parties are incorporated as though fully set forth herein. Additionally, by signing below, the undersigned acknowledge their consent to the form and substance of the attached Settlement Statement, which is incorporated herein.

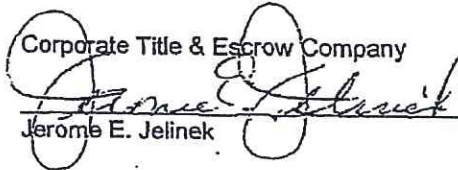
The property is currently tax exempt. No tax proration exists on the closing statement.

Rent proration due paid outside of closing.

The existing sewer assessment on the property, as well as outstanding sewer and water usage charges, are not being paid at closing and shall be assumed and paid in full by the purchaser in the future.

The parties further acknowledge that Corporate Title & Escrow Company is acting only as Closing Agent and has not advised, consulted, nor negotiated any of the terms of this transaction.

By: 

Corporate Title & Escrow Company  
  
Jerome E. Jelinek

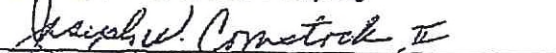
**Borrower(s)/Purchaser(s)**

**Seller(s)**

**Grand Traverse Academy**

**Comstock Construction Company**

 12/10/02  
Date

  
By: Joseph W. Comstock II  
Its: Vice President of Finance, Treasurer &  
Assistant Secretary  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**QUIT CLAIM DEED**

The Grantor, **JOHN E. GREEN COMPANY**, whose address is 220 Victor Avenue, Highland Park, Michigan 48203, conveys and quit claims to the Grantee, **COMSTOCK CONSTRUCTION COMPANY**, a Michigan corporation, whose address is 740 Centre, Traverse City, Michigan 49686, its undivided 18.8% interest in the following described premises situated in the Township of East Bay, County of Grand Traverse, and State of Michigan, viz:

The Southwest ¼ of the Southwest ¼ of Section 20, Town 27 North, Range 10 West, except the South 600.00 feet of the West 600.00 feet thereof.

Permanent Parcel No. 28-03-220-038-00.

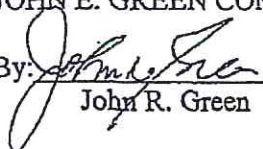
The Grantor makes no warranties of any kind, express or implied.

For the sum of less than **ONE HUNDRED DOLLARS (\$100.00)** and no other valuable consideration.

This Deed Is Exempt from Transfer Tax Pursuant to MCL 207.505(a) and MCL 207.526(a).

**EXECUTED** this 7<sup>th</sup> day of December, 2002

**JOHN E. GREEN COMPANY**

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

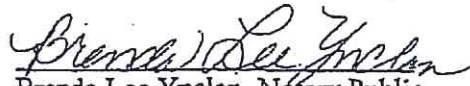
John R. Green

Its: SEC - TREAS.

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF WAYNE     )

The signator is known to me and acknowledged the foregoing instrument this 7<sup>th</sup> day of December, 2002.

BRENDA LEE YNCLAN  
Notary Public, Wayne County, MI  
My Commission Expires Aug. 7, 2006

  
Brenda Lee Ynclan, Notary Public  
Wayne County, Michigan  
My Commission expires: August 7, 2006

*Drafted by and Return to: Katherine L. O'Connor, Esq. Butzel Long, 150 W. Jefferson, Suite 900, Detroit, Michigan 48226-4450  
(313) 225-7000*

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

The Grantor, COMSTOCK CONSTRUCTION COMPANY, a Michigan corporation, whose address is 740 Centre, Traverse City, Michigan 49686, CONVEYS AND WARRANTS to the Grantee, GRAND TRAVERSE ACADEMY, a public school academy and Michigan non-profit corporation, whose address is 1245 Hammond Road, Traverse City, Michigan 48686, the following described premises situated in the Township of East Bay, County of Grand Traverse, and State of Michigan, viz:

The Southwest 1/4 of the Southwest 1/4 of Section 20, Town 27 North, Range 10 West, except the South 600.00 feet of the West 600.00 feet thereof.

Permanent Parcel No. 28-03-220-038-00.

The Grantor grants to the Grantee the right to make any divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland 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.

For the sum of THREE MILLION FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$3,530,000.00) and no other valuable consideration.

This deed is exempt from county and state transfer tax pursuant to MCL 380.503(8).

EXECUTED this 10th day of December, 2002.

COMSTOCK CONSTRUCTION COMPANY

By Joseph W. Comstock II  
Joseph W. Comstock II  
Its: Vice President of Finance, Treasurer &  
Assistant Secretary

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF GRAND TRAVERSE        )

On this 10<sup>th</sup> day of December, 2002, before me personally appeared Joseph W. Comstock II, to me known and known to me, who being duly sworn, did depose and say that he is the Vice President of Finance, Treasurer & Assistant Secretary of Comstock Construction Company, a Michigan corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation.



---

Donald A. Brandt  
Notary Public, Grand Traverse County, Michigan  
My Commission Expires: 9/7/04

*Prepared by:*  
*DONALD A. BRANDT, ESQ.*  
*Brandt, Fisher, Alward & Roy, P.C.*  
*1241 E. Eighth Street*  
*P.O. Box 5817*  
*Traverse City, MI 49696-5817*  
*(231) 941-9660*

W:\DAB\Comstock\Second GT Academy\Sale\Warranty Deed to Academy.wpd

This form is issued under authority of  
P.A. 415 of 1994. Filing is mandatory.

**PROPERTY TRANSFER AFFIDAVIT**

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct *taxable value*. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

|  |                             |   |
|--|-----------------------------|---|
| 1. Street Address of Property<br>1245 Hammond Rd., Traverse City, MI 49686   | 2. County<br>GRAND TRAVERSE | 4. Date of Transfer (or land contract signed)<br>12/11/2002 |
| 3. City/Township/Village of Real Estate<br><input type="checkbox"/> City<br><input checked="" type="checkbox"/> Township<br><input type="checkbox"/> Village |                             | 5. Purchase Price of Real Estate<br>\$3,530,000.00          |

|   |  |
|---|--|
| 6. Property Identification Number (PIN). If you don't have a PIN, attach legal description.<br>28-03-220-038-00 | <i>PIN.</i> This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letter. It is on the property tax bill and on the assessment notice. |
|---|--|

|  |   |                            |
|--|---|----------------------------|
| 7. Seller's (Transferor) Name<br>Comstock Construction Company | 8. Buyer's (Transferee) Name and Mailing Address<br>Grand Traverse Academy<br>1245 Hammond Rd.<br>Traverse City, MI 49686 | Buyer's Forwarding Address |
|--|---|----------------------------|

Items 9-13 are optional. However, by completing them you may avoid further correspondence.

*Transfers* include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business..

|  |  |
|--|--|
| 9. Type of Transfer                      |  |
| <input type="checkbox"/> Land Contract   | <input type="checkbox"/> Lease           |
| <input checked="" type="checkbox"/> Deed | <input type="checkbox"/> Other (specify) |

|  |  |
|--|--|
| 10. Is the transfer between related persons? | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
|--|--|

|                                  |
|----------------------------------|
| 11. Amount of Down Payment<br>\$ |
|----------------------------------|

|  |  |
|--|--|
| 12. If you financed the purchase, did you pay market rate of interest? | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
|--|--|

|  |
|--|
| 13. Amount Financed (Borrowed)<br>\$3,530,000.00 |
|--|

**Exemptions**

The Michigan Constitution limits how much a property's *taxable value* can increase while it is owned by the same person. Once the property is transferred, the *taxable value* must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price. Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-m). If you believe this transfer is exempt, indicated below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- transfer from one spouse to the other spouse
- change in ownership solely to exclude or include a spouse
- transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- transfer to effect the foreclosure or forfeiture of real property
- transfer by redemption from a tax sale
- transfer into a trust where the settler or the settler's spouse conveys property to the trust and is also the sole beneficiary of the trust
- transfer resulting from a court order unless the order specifies a monetary payment
- transfer creating or ending a joint ownership if at least one person is an original owner of the property (or his/her spouse)
- transfer to establish or release a security interest (collateral)
- transfer of real estate through normal public trading of stocks
- transfer between entities under common control or among members of an affiliated group
- transfer resulting from transactions that qualify as a tax-free reorganization
- other, specify:

**Certification**

I certify that the information above is true and complete to the best of my knowledge.

|  |                  |  |
|--|------------------|--|
| Owner's Signature<br><i>Grand Traverse Academy</i> | Date<br>12-10-02 | If signer is other than the owner, print name and title. |
|--|------------------|--|

*[Signature]*  
Treasurer



8 0 2 2 9 5 5  
Tx:4011914

Grand Traverse Co  
11/24/2010  
2010R-20219

2010R-20219  
STATE OF MICHIGAN  
GRAND TRAVERSE COUNTY  
RECORDED  
11/24/2010 3:05 PM PAGE 1 OF 2  
PEGGY HAINES REGISTER OF DEEDS

Parcel # 28-03-220-037-00 by YES  
STATE OF MICHIGAN, County of Grand Traverse, at Traverse City, I hereby  
certify that there are no Tax Liens or Titles held by the State of any individual against the within  
description, and all taxes on same are paid for five years previous to the date of the instrument as  
appears by the records in my office. This does not cover taxes in the process of collections by  
Township, City or Village Grand Traverse County, Treasurer.

11/24/10  
*[Handwritten signature]*

**WARRANTY DEED**

THIS INDENTURE, made November 19, 2010, between **Hattie B. Lewis, a woman, by Gerald G. Lewis, her attorney-in-fact, pursuant to Power of Attorney dated July 22, 2002 and recorded at 2010R-20218**, Grand Traverse County Records, and **Gerald G. Lewis and Mary Lewis, husband and wife**, whose address is 342 River Street, Manistee, MI 49660, Grantor; and **Grand Traverse Academy, a Michigan public school academy**, whose address is 1245 Hammond Road East, Traverse City, MI 49686, Grantee;

WITNESSETH, that the said Grantor, for and in consideration of Three Hundred Seventy Thousand Dollars (\$370,000.00) to him in hand paid by the said grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said grantee, and to his heirs and assigns, FOREVER, all that certain piece or parcel of land situated in the Township of East Bay, County of Grand Traverse, and State of Michigan, and further described as follows:

The South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of Section Twenty (20), Town 27 North, Range 10 West.  
Property Tax ID#: 28-03-220-037-00.

This property may be located within the vicinity of farmland 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.

The grantor grants to the grantee the right to make all available division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Subject to rights of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons, existing in or with respect to the present and past beds, banks, bottomland, and water of Vanderlip Creek.

Subject to prior easement in favor of East Bay Township recorded in Liber 1125, Page 429, Grand Traverse County Records.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise pertaining; TO HAVE AND TO HOLD the said premises to the said grantee, and to his heirs and assigns, to the sole and only proper use, benefit and behalf of the said grantee, his heirs and assigns, FOREVER. And the said grantor, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said grantee, his heirs and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever and that he will, and his heirs, executors and administrators shall WARRANT AND DEFEND the same against all lawful claims whatsoever.

(When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.)



IN WITNESS WHEREOF, the said Grantor has hereunto set his hand the day and year first above written.

*Hattie B. Lewis by Gerald G. Lewis  
her Attorney in Fact*

Hattie B. Lewis by Gerald G. Lewis, her attorney-in-fact by Power of Attorney dated July 22, 2002

*Gerald G. Lewis*  
Gerald G. Lewis

*Mary Lewis*  
Mary Lewis

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF GRAND TRAVERSE)

On November 19, 2010, before me, a Notary Public in and for said County, personally appeared **Hattie B. Lewis, a woman, by Gerald G. Lewis, her attorney-in-fact, pursuant to Power of Attorney dated July 22, 2002, and Gerald G. Lewis and Mary Lewis, husband and wife**, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

**CHRISTOPHER A. LAMBERT, Notary Public**  
Benzie County, Michigan  
Acting in Grand Traverse County  
My Commission Expires: 10/22/2012

Prepared by:  
GOCKERMAN, WILSON, SAYLOR & HESSLIN, P.C.  
BY: George V. Saylor, III (P37146)  
Attorneys at Law  
414 Water Street  
Manistee, MI 49660  
(231) 723-8333  
h:\data2\_n\deeds 2010\lewis-gt academy.doc

**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.

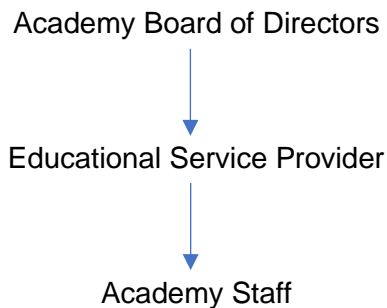
**SECTION A**  
**GOVERNANCE STRUCTURE**

## Governance Structure

The University 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 University 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 University Board. The University Board shall select the members of the Academy Board according to the terms and conditions set forth by the University 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 Academy Board currently consists of seven (7) members. The Lake Superior State University 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>Office</b>  | <b>Term</b> |
|--------------------|----------------|-------------|
| Lee Piche          | President      | 6/30/2022   |
| Matthew Mulholland | Vice President | 6/30/2023   |
| Patrick Alpers     | Director       | 6/30/2023   |
| Mike Drilling      | Secretary      | 6/30/2023   |
| Bruce Anderson     | Director       | 6/30/2021   |
| Erin Wilson        | Director       | 6/30/2022   |
| Dana Holcomb       | Director       | 6/30/2024   |

**SECTION B**

**EDUCATIONAL GOALS**

## Educational Goals

Grand Traverse Academy's mission is for all students to be safe, loved, and learning as they achieve excellence in character and academics. Excellence is defined as: prepared for responsible citizenship and prepared for success in higher education.

Pursuant to the Terms and Conditions of this Contract, the Academy shall demonstrate measurable progress toward the educational goals identified below in the table in this schedule and in accordance with applicable law. The Academy shall pursue the educational goal of preparing students for success in college, work and life. The achievement or measurable progress toward meeting these goals may constitute grounds for the University Board to continue the Contract, suspend the Contract, or revoke the Contract.

It is expected that the academy will meet the state of Michigan's accountability standards and any improvement targets required to be achieved pursuant to state and federal law. Upon request, the Academy Board shall provide the CSO with a written report, along with supporting data, assessing the Academy's progress toward achieving these goals. The Academy Board shall demonstrate improved academic achievement for all groups of pupils.

### **Measures for Determining Educational Goal Achievement**

To measure progress in preparing all students academically for success in college, work and life, the Academy's performance will be assessed using the measures of student growth and achievement specified below. The Academy will administer the specified tests in accordance with the testing windows identified in the Academy's Master Calendar of Reporting Requirements. Student test results from the fall testing window will be used as the baseline for determining the amount of growth the Academy needs to make with students to help them reach the college readiness achievement targets.

#### **Measure 1: Student Growth**

Improved academic achievement for all groups of students in grades 2<sup>nd</sup> through 8<sup>th</sup> will be assessed using the following metrics and growth targets.

| Grade(s)   | Metric  | Growth Targets   |
|------------|---|--|
| Grades 2-8 | The median Student Growth Percentile as measured by Measures of Academic Progress® by NWEA. | The median Student Growth Percentile will be at or above the 50 <sup>th</sup> percentile |

**Measure 2: Student Achievement**

The academic achievement of all students in grades 2 through 11, who have been enrolled for three or more consecutive academic years at the Academy, will be assessed using the following metrics and achievement targets. Academies that are in their first year of operations will not be evaluated using academic achievement data. After the Academy enters its second year of operation, academic achievement data for all groups of students will be used in the evaluation.

| Grade(s)   | Metric   | Achievement Targets  |
|------------|--|--|
| Grades 2-8 | The percentage of cohort students achieving math and reading scaled scores that meet or exceed targets based on the most current NWEA MAP national norms | Cohort students will achieve scores equal to or greater than the grade-level reading and math targets identified in this schedule <sup>1</sup> |



|                 |   |   |
|-----------------|---|---|
| Grades 2-8      | The median subject scores as measured by performance on Measures of Academic Progress® by NWEA  | Cohort students will achieve subject scores greater than that of non-cohort students <sup>2</sup> |
| Grades 8, 9, 10 |   |   |
| Grade 11        | The median subject scores as measured by performance on the PSAT® by College Board<br><br>The median subject scores as measured by performance on the SAT® by College Board |   |

<sup>1</sup>Cohort students are those students who have attended an academy for three or more consecutive academic years. <sup>2</sup>Non-cohort students are those students who have attended an academy for less than three consecutive academic years.

### Measures of Academic Progress (MAP) Targets

| Grade | MAP Reading<br>2020 NWEA Norm<br>Spring Target | MAP Reading<br>CMU CCR<br>Spring Target | MAP Math<br>2020 NWEA Norm<br>Spring Target | MAP Math<br>CMU CCR<br>Spring Target |
|-------|--|---|---|--------------------------------------|
| 2     | 185.87   | Na                                      | 189.42                                      | Na                                   |
| 3     | 197.12   | Na                                      | 201.08                                      | Na                                   |
| 4     | 204.83   | Na                                      | 210.51                                      | Na                                   |
| 5     | 210.98   | 215                                     | 218.75                                      | 226                                  |
| 6     | 215.36   | 220                                     | 222.88                                      | 232                                  |
| 7     | 218.36   | 224                                     | 226.73                                      | 238                                  |
| 8     | 221.66   | 227                                     | 230.03                                      | 243                                  |

NOTE: The highlighted targets are based on NWEA MAP’s 2020 spring targets set at the 50<sup>th</sup> percentile. These targets do not necessarily denote college and career readiness. Targets will be adjusted each time

NWEA updates its norm study. The MAP CMU CCR targets are included to show the scores needed to be considered on track for earning a “21” ACT/ “1070” SAT and are included for comparative purposes only.

**Measure 3: Student Achievement-Relative Performance and State/Federal Accountability**

The academic achievement of Full Academic Year (FAY) Students will be assessed using the following metrics and achievement targets.

| Grade(s)        | Metric   | Growth Targets                                    |
|-----------------|--|---|
| Grades 3-8      | State Assessment<br>Michigan Student Test of Educational Progress (M-STEP) or successor test | The Academy will meet state/federal requirements' |
| Grades 8, 9, 10 | Pre-Scholastic Aptitude Test (PSAT) or successor test  |   |
| Grade 11        | State Assessment<br>Michigan Merit Exam (MME, SAT) or successor test                         |   |
| All Grades      | State Accountability   |   |

'For Accountability purposes, the MDE defines FAY students are those who are enrolled in the school at Fall General Collection, the Spring General Collection, and at the enrollment snapshot for the given assessment.

**Measure 4: Academy Goals**

<Specify Academy Goals and the Metrics by which achievement will be measured. Mission specific goals and achievement measures should demonstrate that the Academy is accomplishing its mission and should not overlap with the student achievement and growth, and accountability goals listed above>

**SECTION C**

**EDUCATIONAL PROGRAMS**

## Description of Educational Program

Grand Traverse Academy makes decisions based on what is best for our students and are committed to providing excellent service to our customers: GTA students and their families. The school's mission is for all students to be safe, loved and learning as they achieve excellence in character and academics.

Excellence is defined as being prepared for responsible citizenship and success in higher education. Grand Traverse Academy sets out to accomplish this for students Pre-k through 12 with the following strategies, based on sound educational research:

1. **Character Education.** Good character is the foundation for success in life. At Grand Traverse Academy, character traits such as respect, responsibility, kindness, integrity and work ethic are modeled, taught and graded on a regular basis.
2. **Choice Theory.** Based on the concept of personal responsibility, Choice Theory instruction helps our students understand themselves, strengthen interpersonal relationships and increase happiness and satisfaction.
3. **Foreign Language.** Bilingual individuals are better equipped to compete in a global economy, and the earlier children learn a second language, the better. At Grand Traverse Academy, all students receive Spanish instruction beginning in preschool and continuing through high school.
4. **Uniforms.** School uniforms help build a sense of community, reduce distractions and increase safety. At Grand Traverse Academy, both students and staff wear uniforms daily.
5. **Multi-Aged Classrooms.** Teaching students according to their ability rather than their age allows for individualized instruction and learning goals, better meeting the educational needs of each of our students.
6. **High Academic Expectations.** A challenging college preparatory curriculum, in which students must earn a "C" or better to pass a course, prepares our students for success at post-secondary institutions.
7. **Dual Enrollment.** A generous dual enrollment policy, with eligible students taking college courses through Northwestern Michigan College as early as the tenth grade, provides a head start to success in college.

**SECTION D**  
**CURRICULUM**

**Grand Traverse Academy**  
**Scope and Sequence of Curriculum**

**Elementary ELA Curriculum**

GTA is currently using programming in accordance with best practices and aligned to state standards for its K-6th grade instruction in ELA. All instruction and programming is focused through the lens of the states anchor standards. Specific curriculum is continuously evaluated and adjusted to evaluate and improve our school's instruction. This is done directly by GTA's elementary administration, as well as through weekly grade level PLCs that assess, evaluate and amend specific instruction to meet the needs of all students and improve instruction.

- **Language Anchor Standards**

- Conventions of Standard English.
- Knowledge of Language
- Vocabulary Acquisition and Use

- **Reading Anchor Standards**

- Key Ideas and Details
- Craft and Structure
- Integration of Knowledge and Ideas
- Range of Reading and Level of Text Complexity

- **Speaking and Listening Anchor Standards**

- Comprehension and Collaboration
- Presentation of Knowledge and Ideas

- **Writing Anchor Standards**

- Text Types and Purposes
- Production and Distribution of Writing
- Research to Build & Present Knowledge
- Range of Writing

Kindergarten curriculum will provide instruction for students to ensure students use Reading Foundational Skills such as identifying letters and sounds, use fine motor skills to form letters, manipulate sounds to begin reading emergent-reader texts (fiction and nonfiction) with purpose and understanding, and read high frequency words. It will also incorporate using grade level grammar correctly and appropriately, using grade level speaking and listening skills in both conversation and academics, and use drawing, dictating and writing to create writing pieces in narrative, opinion, and informational.

First grade curriculum will provide instruction for students to ensure students use Reading Foundational Skills such as identifying letters and sounds, use fine motor skills to form letters, manipulate sounds to begin reading emergent-reader texts (fiction and nonfiction) with purpose and understand and read high frequency words. It will also incorporate using grade level grammar correctly and appropriately, using grade level speaking and listening skills in both conversation and academics, and using drawing, dictating and writing to create writing pieces in narrative, opinion, and informational.

Second grade curriculum will provide instruction for students to ensure students use Reading Foundational Skills such as knowing and applying grade level phonics and word analysis in decoding words, and reading grade level text with comprehension, fluency, accuracy, and expression (fiction and nonfiction) with purpose. It will also incorporate using grade level grammar correctly and appropriately, using grade level speaking and listening skills in both conversation and academics, and using drawing and writing to create writing pieces in narrative, opinion, and informational through planning, writing, and revising.

Third grade curriculum will provide instruction for students to ensure students use Reading Foundational Skills such as knowing and applying grade level phonics and word analysis in decoding words with multiple syllables and with prefixes and suffixes. Instruction will focus on vocabulary use and reading grade level text with comprehension, fluency, accuracy, and expression (fiction and nonfiction) with purpose. It will also incorporate using grade level grammar correctly and appropriately, using grade level speaking and listening skills in both conversation and academics, and using writing and research to create writing pieces in narrative, opinion, and informational through planning, writing, and revising.

Fourth grade curriculum will provide instruction for students to ensure students use Reading Skills such as knowing and applying grade level phonics and word analysis in decoding words with multiple syllables and with prefixes and suffixes. Instruction will focus on vocabulary use and reading grade level text with comprehension, fluency, accuracy, and expression (fiction and nonfiction) with purpose. It will also incorporate using grade level grammar correctly and appropriately, using grade level speaking and listening skills in both conversation and academics, and using writing and research to create writing pieces in narrative, opinion, and informational through planning, writing, and revising at a higher level.

Fifth grade curriculum will provide instruction for students to ensure students use Reading Skills such as knowing and applying word analysis in decoding words with multiple syllables and with prefixes and suffixes. Instruction will focus on vocabulary use and reading grade level text with comprehension, fluency, accuracy, and expression (fiction and nonfiction) with purpose and understanding. It will also incorporate using grade level grammar correctly and appropriately, using grade level speaking and listening skills in both conversation and academics, and using writing and research to create writing pieces in narrative, opinion, and informational through planning, writing, and revising at a higher level.

Sixth grade curriculum will provide instruction for students to ensure students use Reading Skills such as decoding words with multiple syllables and with prefixes and suffixes. Instruction will focus on vocabulary use and reading grade level text with comprehension, fluency, accuracy, and expression (fiction and nonfiction) with purpose and understanding. It will also incorporate using grade level grammar correctly and appropriately, using grade level speaking and listening skills in both conversation and academics, and using writing and research to create writing pieces in narrative, opinion, and informational through planning, writing, and revising at a higher level.

### **Elementary Math Curriculum**

GTA is currently using programming in accordance with best practices and aligned to state standards for its K-6th grade instruction in math. All instruction and programming is focused through the lens of the state's standards for mathematical practices and eleven core domains. Specific curriculum is continuously evaluated and adjusted to evaluate and improve our school's instruction. This is done directly by GTA's elementary administration, as well as through weekly grade level PLCs that assess, evaluate and amend specific instruction to meet the needs of all students and improve instruction.

#### **- Standards for Mathematical Practices**

- Make sense of problems and persevere in solving them.
- Reason abstractly and quantitatively.
- Construct viable arguments and critique the reasoning of others.
- Model with mathematics.
- Use appropriate tools strategically.
- Attend to precision.
- Look for and make use of structure.
- Look for and express regularity in repeated reasoning.

#### **- Core Mathematical Domains**

- Counting & Cardinality
- Operations & Algebraic Thinking
- Numbers & Operations in Base Ten
- Numbers & Operations-Fractions
- Measurement & Data
- Geometry
- Ratios & Proportional Relationships
- The Number System
- Expressions & Equations
- Functions
- Statistics & Probability

Kindergarten curriculum incorporates counting and cardinality standards in counting to 100, writing numbers, representing numbers, and attaining number sense, as well as composing and decomposing numbers. Measurement and data standards are met through measuring and comparing objects. Geometry is addressed through identifying and naming shapes, and operations and algebraic thinking is done through addition and subtraction.

First grade curriculum incorporates numbers and operations through counting and writing numbers, comparing and ordering numbers, and identifying tens and ones. Measurement and data standards are met through measuring and comparing objects, as

well as telling time and representing and reading data. Geometry is addressed through identifying and naming shapes, and operations and algebraic thinking is done through addition and subtraction.

Second grade curriculum incorporates numbers and operations through counting and writing numbers, comparing and ordering numbers, and identifying hundreds, tens and ones. Measurement and data standards are met through measuring and comparing objects, as well as telling time, identifying money, and representing and reading data. Geometry is addressed through identifying, naming, and partitioning shapes, and operations and algebraic thinking is done through addition and subtraction.

Third grade curriculum incorporates numbers and operations through comparing and ordering numbers, identifying hundreds, tens and ones, rounding numbers, and working with fractions.. Measurement and data standards are met through measuring and comparing objects and liquid volumes, as well as telling time, representing and reading data, and finding area. Geometry is addressed through identifying, naming, and partitioning shapes and attributes, and operations and algebraic thinking is done through addition, subtraction, multiplication, and division.

Fourth grade curriculum incorporates numbers and operations through comparing and ordering numbers, identifying place value, rounding numbers, working with fractions, completing algorithms, and multiplication. Measurement and data standards are met through measuring and comparing objects, distance, time, and liquid volumes, as well as representing, plotting, and reading data, and finding area. Geometry is addressed through identifying, naming, and partitioning shapes and attributes, and operations and algebraic thinking is done through addition, subtraction, multiplication, and division.

Fifth grade curriculum incorporates numbers and operations through comparing and ordering numbers, identifying place value, rounding numbers, working with fractions, completing algorithms, and multiplication. Measurement and data standards are met through measuring and comparing objects, distance, and volumes, as well as representing, plotting, and reading data. Geometry is addressed through shapes and their attributes and plotting on a coordinate plane, and operations and algebraic thinking is done through addition, subtraction, multiplication, and division.

Sixth grade curriculum incorporates the number system and statistics and probability through comparing and ordering numbers, identifying value, placing numbers on a number line, working with fractions, completing algorithms, and plotting on a coordinate plane. Ratios and proportional relationship standards are met through understanding and solving problems incorporating ratios. Geometry is addressed through shapes and their attributes and plotting on a coordinate plane. Expressions and equations are done through solving expressions with addition, subtraction, multiplication, and division.

### **Elementary Science Curriculum**

The Kindergarten Science curriculum will follow the Next Generation Science Standards (NGSS) to provide instruction and activities based upon the following units: Plant and Animal Needs, Weather and Seasons, Forces, Machines, and Engineering.

The first Grade Science curriculum will follow the NGSS standards to provide instruction and activities based upon the following units: Plant and Animal Structures and Survival, Sun, Moon, and Stars, and Properties of Light and Sound.

The second Grade Science curriculum will follow the NGSS standards to provide instruction and activities based upon the following units: Animal Biodiversity, Plant Adaptations, Erosion and Earth's Surface, and Properties and Phases of Matter.

The third Grade Science curriculum will follow the NGSS standards to provide instruction and activities based upon the following units: Animal Survival and Heredity, Plant Life Cycle and Heredity, Weather and Climate, and Forces, Motion, and Magnets.

The fourth Grade Science curriculum will follow the NGSS standards to provide instruction and activities based upon the following units: Human Body, Senses, and the Brain, Rock Cycle and Earth's Processes, Sound, Waves, and Communication, and Energy, Motion, and Electricity.

The fifth Grade Science curriculum will follow the NGSS standards to provide instruction and activities based upon the following units: Ecosystems and the Food Web, Water Cycle and the Earth's Systems, Sun, Moon, Stars, and Planets, and Chemical Reactions and Properties of Matter.



The 6th Grade Science curriculum will follow the NGSS standards to provide instruction and activities based upon the following units: The Water Cycle, Investigating Body Systems, Chemical Processes in Organism Digestion, Forces and Motion, What Plants Need to Grow, Ecosystems, and Cycling of Energy and Matter Through Food Webs.

### **Elementary Social Studies Curriculum**

GTA is currently using programming in accordance with best practices and aligned to state standards for its K-6th grade instruction in social studies. All instruction and programming is focused through the lens of the states anchor standards. Specific curriculum is continuously evaluated and adjusted to evaluate and improve our school's instruction. This is done directly by GTA's elementary administration, as well as through weekly grade level PLCs that assess, evaluate and amend specific instruction to meet the needs of all students and improve instruction.

### **MTSS**

MTSS is used as a systematic, continuous improvement framework in which data-based problem solving and decision-making is practiced across all levels of the educational system for supporting students. This is done on multiple levels, as a "Response to Intervention" on three different tiers. All programs and curriculums used are state approved, current and up-to-date, and incorporate best practices in order to best suit student needs.

### **SEL**

- Choice Theory
  - GTA was founded on character education and Choice Theory. These two elements help us to build relationships with our students, understand them better, and see them as a whole person rather than a number in the gradebook. Building strong relationships through Choice Theory helps us to recognize and support our students social and emotional needs and through the Choice Theory curriculum, we are able to teach students how to recognize, understand and work towards improving their social and emotional needs. Below is our K-6th grade scope and sequence for teaching our students Choice Theory.
    - Kindergarten
      - Participate in Family Meetings
      - Recite the Five Basic Needs
      - How to be a good friend/relationships - deposits and withdrawals = bucket filling (not CT terminology, but simple)
      - Describe Quality World
      - Define Quality Work
      - Begin producing examples of Quality Work
    - 1st and 2nd
      - Participate in Family Meetings
      - Define and understand all Five Basic Needs
      - Define the Caring Habits and give examples
      - Define Happy Highway and Miserable Lane - Use these terms and help students when making choices
      - Engage effectively in the Questioning Process with guidance from an adult
      - Describe Quality World
    - 3rd and 4th
      - Participate in Family Meetings
      - Students should know and understand the relationship between their quality world and five basic needs. Everything is in their quality world because it meets one or all of their basic needs.
      - Connecting Habits/Deadly Habits - Students should know the connecting and deadly habits and understand how they impact their relationships.
      - Quality Work - Students should know the definition of quality work. Teacher should have examples and models of quality work. Students should know that it feels good, it is their best work, and it has been improved.

- Behavior Car - Students should know and be able to explain the behavior car. Students should be able to identify they are in charge of their feelings. They should be able to give examples of changing their thinking and acting to benefit their feelings and physiology.
- Character Traits - Students should be able to explain each character trait and be able to evaluate how they perform each trait.
- Self Evaluation- Students should be able to evaluate self and not attempt to evaluate others.
- 5th and 6th
  - Participate in Family Meetings
  - Use the chart to self-reflect choices
  - Reflects on how knowledge and value filters create perception
  - Identifies which need is greatest and how to meet needs effectively
  - Goal setting SAMIC to choose a behavior when scales are tipped
  - Practices Connecting Habits in interactions and problem solving with others
  - Produces examples of Quality Work
  - Conditions of Quality
- Uniforms
  - Uniforms will continue to be implemented in grades K-12 to promote a sense of community and equity among students. Uniform enforcement is designed to promote learning and self-discipline among our students in order to best grow in both character and academic performance.

### **Family Meetings**

- Family meetings are designed to be a classroom activity aligned with our mission to ensure all students are safe, loved, and learning while achieving excellence in both academics and character. They are need-satisfying for students and teachers as they cover an abundance of topics and promote discussion among peers. These meetings teach students about Choice Theory and character through fun activities and discussions. They also help students get to know each other and themselves, as well as help to establish a warm and caring environment.

### **Specials**

Special classes will be offered when available in (but are not limited to) physical fitness, art, music, band, choir, and Spanish. Additional classes in these fine arts help to promote new interests and self-discipline in our students. Additionally, the specials offered in elementary focus on building collaboration amongst students and foundational skills to support successful growth and learning at an older age for the areas students continue in.

### **Junior High Two-Year Course of Study**

#### **7th Grade Schedule\***

1. 7 Language Arts or Honors 7 ELA
2. Junior High Math or Pre-Algebra
3. Science
4. Eastern Hemisphere
5. Spanish I(A)\*\*
6. Advisory
7. Health & Physical Education
8. Elective

#### **8th Grade Schedule\***

1. 8 Language Arts or Honors 8 ELA

2. Pre-Algebra or Algebra\*\*\*
3. Science
4. American History
5. Spanish I(B)\*\*
6. Advisory
7. Health & Physical Education
8. Elective

\*It is recommended that students pass five (5) classes with a “C” or better in order to be promoted to the next grade level

\*\*High School credit may be awarded for successful completion of both Spanish courses

\*\*\*High School credit may be awarded for successful completion of this course with a “B” or better

## **Junior High Core Courses**

### **Advisory**

This course is an introduction to a variety of skills needed for success in school and life. Topics include character education, developing healthy study skills, utilizing an effective organizational system (planner), goal setting, decision-making, developing healthy relationships, career exploration, and creation of an Educational Development Plan (EDP). This course will promote a sense of belonging, trust, and confidence, which can help the junior high student feel secure, accepted, and engaged

### **Foreign Language**

#### **Spanish I (A)\***

This course introduces the fundamental elements of the Spanish language by incorporating the five C’s of language learning. Emphasis is placed on the development of basic listening, speaking, reading, writing and cultural studies. By the end of the course, students should be able to grasp and respond to spoken and written Spanish, as well as demonstrate cultural awareness at a beginning level. Students will be assessed based on standards put forth by the state of Michigan for world language as well as ACTFL proficiency. Upon successful completion, students will be able to earn .5 credit to be applied to their high school graduation requirement.

#### **Spanish I (B)\***

This course is a continuation of Spanish I (A) and reinforces the fundamental elements of the Spanish language by incorporating the five C’s of language learning. Emphasis is on the progressive development of listening, speaking, reading, writing skills and cultural studies. Students should be able to comprehend and respond, with increasing proficiency, to spoken and written Spanish and should be able to demonstrate further cultural awareness at the conclusion of this course. Students will be satisfactorily prepared for Spanish II. Students will be assessed based on standards put forth by the state of Michigan for world language as well as ACTFL proficiency. Upon successful completion, students will be able to earn an additional .5 credit to be applied to their high school graduation requirement. Students are required to complete both Spanish I (A) and Spanish I (B) to earn their first sequential year of high school credit.

\*High School credit may be awarded for successful completion of both Spanish courses.

## **Language Arts**

### **7 English Language Arts**

Seventh Grade English Language Arts will focus on teaching students the processes of skillful reading, writing, speaking, and listening for various genres, with emphasis on informational text. Students will be asked to read and write daily, using higher-level thinking skills and demonstrating their ability to utilize concepts presented in class. Grammar and conventions will be taught in conjunction with the various writing pieces. In addition, there is an independent reading requirement of 250 pages per quarter.

### **8 English Language Arts**

Eighth Grade English Language Arts will be a continuation and expansion of the skills taught in 7th grade English Language Arts, with an emphasis on high school readiness. Students can expect more mature themes, the teaching and assessment of higher-level skills, and an extension of analytical reading and response to both fiction and nonfiction texts. As always, grammar and

conventions will be taught in conjunction with the various writing pieces. There is an independent reading requirement of 250 pages per quarter.

### **7 Honors English Language Arts**

This course is intended for 7th grade students who would like to take an Honors English Language Arts class during their junior high experience. Be sure to note the prerequisites for entering GTA English Language Arts Honors courses. An approved GTA English Language Arts Honors application is necessary before registering, and students must maintain a grade of “B” (83 percent) or higher to remain in the course. This class will focus on all of the same concepts as 7th Grade English Language Arts, but will require more independent reading, investigation of higher-level texts, and exploration of elevated writing strategies. Students who enter this class should have and maintain a high level of self-motivation and be prepared to work and investigate concepts independently. All honors students are expected to complete a summer reading assignment, which will be due on the first day of school.

### **8 Honors English Language Arts**

This course is intended for 8th grade students who would like to take an Honors English Language Arts class during their junior high experience. Be sure to note the prerequisites for entering GTA English Language Arts Honors courses. An approved GTA English Language Arts Honors application is necessary before registering (including students who were enrolled in Honors English Language Arts in the 7th grade), and students must maintain a grade of “B” (83 percent) or higher to remain in the course. Students do not need to have taken the 7th grade Honors English Language Arts class to be considered. This course will focus on all of the same concepts as 8th grade English Language Arts but will require more independent reading, investigation of higher-level texts, and exploration of elevated writing strategies. Students who enter this class should have and maintain a high level of self-motivation and be prepared to work and investigate concepts independently. Heavy focus will be placed on high school readiness. All honors students are expected to complete a summer reading assignment, which will be due on the first day of school.

## **Mathematics**

### **Junior High Math (Grade 7)**

Instructional time will focus on four critical areas: 1) developing understanding of and applying proportional relationships; 2) developing understanding of operations with rational number and working with expressions and linear equations; 3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

### **Pre-Algebra (Grade 8)**

Instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

## **Physical Education**

### **Health & Physical Education**

This course provides students with the opportunity to participate in a variety of activities that promote lifelong physical fitness. The curriculum consists of motor skills development, sportive play, health education, and a wide range of physical fitness exercise.

## **Science**

### **7th Grade Science**

This course will introduce, reinforce, and enhance students’ scientific process skills, critical thinking, and content knowledge within the chemical, physical and life sciences. Specifically, the class will include units on basic scientific skills, energy, forces, general chemistry, cells, and body systems. Students will also work on a variety of middle school engineering practices. A variety of learning styles will be incorporated, and instruction will include classroom discussion, interactive lectures, hands-on

activities, collaborative projects, and scientific labs. Students will be also developing and using models, then analyzing data based on mathematical computational thinking, along with cooperative learning activities for explanation.

### **8th Grade Science**

In this course, students will utilize scientific practices to discover knowledge and overarching concepts related to Earth and space science. Students will recognize unifying themes that integrate the major topics of Earth and space science including Earth and its place in the universe, the solar system, plate tectonics, and physical geology. Students will also recognize unifying themes that integrate the major topics of Earth and space science including weather, climate, water, ocean circulation and topography, natural resources, and global sustainability. The curriculum integrates critical thinking and laboratory skills that stress the development of engineering and experimental design, detailed observation, accurate recording, data interpretation, and analysis.

### **Social Studies**

#### **Eastern Hemisphere (Grade 7)**

This is a survey course of world geography focusing on the five themes of geography. Emphasis will be placed on political, historical, and cultural analysis of the Eastern Hemisphere. Students will use interactive visuals to develop their critical thinking skills. The year will end with a culminating event where students will showcase their knowledge of a particular country at an International Expo highlighting the culture of a country including language, food, dress, etc.

#### **American History (Grade 8)**

This course will cover the history of the United States from the earliest peoples to post Civil War. Major topics that will be explored are the American Revolution, creating the Constitution, westward expansion, the Civil War, and Reconstruction. These major events will be examined for their political, social, and economic impacts on the course of our nation's history. Students will have an opportunity to demonstrate their learning through a variety of methods: create propaganda posters, recreate and act out historical events, defend a position through debate, and more. Emphasis will be placed on document and visual analysis of primary sources.

### **Fine Arts**

#### **Choir**

Junior High Choir is a mixed-voice chorus comprised of 7th and 8th grade singers. No previous choral experience or audition is required. The ensemble focuses on the learning and performance of mixed voice choral music. There are three concerts each year, and repertoire selections will cover classical standards, holiday fare, contemporary, jazz and pop works. Skills introduced will include ear training, solfege, rhythm reading, sight singing, musical vocabulary, proper vocal technique, and more.

#### **Cadet Band**

This instrumental music class is for 7th grade students who have played their band instrument for at least one year and have completed the Standard of Excellence Book 1 (red book). This performance group is a year-long commitment and will focus on many styles of music, techniques, and ensemble playing. Students need to purchase the Standard of Excellence Book 2 prior to the start of the school year if they do not currently own one (\$12 from Marshall Music). Required performances will include a Holiday Concert in December, the Fundraiser Concert in March and a Spring Concert in May.

#### **Concert Band**

This instrumental music class is for 8th grade students who have played their band instrument for two years and can comfortably play music from the beginning of the Standard of Excellence Book 2 (blue book). This performance group is a year-long commitment and will focus on instrumental techniques and reading sheet music. Required performances will include a Holiday Concert in December, the Fundraiser Concert in March, and a Spring Concert in May. Students will need to purchase the Standard of Excellence Book 2 prior to the start of the school year if they do not currently own one.

#### **Performance**

This one-semester performance class focuses on looking at a wide range of different performing arts. Included is an overview of what each performing art is and why it is important. Through each topic, students build performance, communication, confidence, and self-expression skills.

## **Art**

This course will introduce the basic elements of art and design, (color, line, texture, form, shape, and value). Students will have the opportunity to express themselves through a variety of art forms. A variety of techniques and medium will be explored while applying these principles and elements of design in the creation of two- and three-dimensional compositions. Some art history and appreciation will be presented during these studies.

## **Intervention Supports**

### **Academic Support**

Academic Support provides an opportunity for students to work on homework and practice their academic skills. This class provides help with organizational skills, time management, and study strategies. The class will provide time in the day for students to check PowerSchool, update their course planners, and prioritize assignments and projects. This class does not provide credit, and is graded as Pass or Fail based on work ethic.

### **Language Arts Intervention**

Do you dislike reading or struggle to keep up with the amount of reading you have in class? The objective of this course is to help students overcome this hurdle and gain self-confidence in reading situations. We will focus on a variety of skills including, but not limited to, recognizing themes in a text, making inferences, identifying story elements and point of view, and analyzing the craft and structure of different texts. Vocabulary study will help students identify unfamiliar words and build their library of sight words. A small group format will stimulate an environment ideal for in depth learning and mastery. By the end of the course, students will have gained confidence and will feel prepared for the reading they will do throughout the rest of junior high and beyond.

### **Math Skills Intervention**

This class provides additional help with math homework, opportunities to improve basic math skills, and much more. The course teaches place value and basic number skills, fractions and decimals, ratios, rates and percentages, and the beginning processes of algebra and functions, including equations and graphing. Basic skills and conceptual understanding will be a focus of this course, leading to a more solid mathematical foundation to ensure future success at the next level of mathematics.

## **Science & Technology**

### **Introduction to Computer Science**

Computer science is everywhere in our daily lives, from traffic lights to cell phones! This course is designed to teach students problem solving, the design process, and teamwork. While computer science is a large umbrella, we will focus the majority of class time on app development, using MIT App Inventor (drag and drop coding). We will also spend a week learning how to write code to draw pictures using Khan Academy, including a self-portrait. In addition to creating apps, students will also learn proper typing skills, learn how to use technology appropriately, tech tricks, and how to use the Google Suite used throughout their Secondary educational experience.

### **STEAM Workshop**

The course is designed for both 7th and 8th grade students. STEAM is an educational approach that combines science, technology, engineering, art, and mathematics. This class enhances science skills through the application of both the scientific and the engineering design processes through STEAM-based activities and projects. Projects will offer a workshop environment, and a makerspace, where students will gather and work in collaborative teams to solve science-related problems and challenges. Students will explore and immerse themselves with the science content and build strong relationships, while taking risks at looking at science from another viewpoint.

## **High School Graduation Requirements**

Grand Traverse Academy High School students will graduate with the prerequisite academic skills and career orientation for college, technical training and/or quality employment. To this end, our graduation requirements are:

- Development of an individual academic/career plan leading to advanced post-high school study and/or employment.
- Successful completion of a minimum of 24 academic credits and four advisory credits.

|                           |           |
|---------------------------|-----------|
| Language Arts             | 4 credits |
| Mathematics               | 4 credits |
| Social Studies            | 4 credits |
| Science                   | 3 credits |
| Foreign Language          | 2 credits |
| Physical Education/Health | 1 credit  |
| Technology                | 1 credit  |
| Fine Arts                 | 1 credit  |
| Electives                 | 4 credits |

All students will enroll in seven academic classes/credit hours per year. If a student is participating in a Junior/Senior Year Transition program, the combined schedule must be equivalent to full time.

Students will complete a course for a full semester unless permission to be released is granted by the principal due to unusual circumstances.

### **High School Four-Year Course of Study**

#### **9th Grade Schedule\***

1. 9 English Language Arts or Honors 9 Seminar
2. Algebra I or Geometry
3. Conceptual Physics
4. US History & Geography
5. STEM Exploration
6. Spanish
7. Elective
8. Advisory

#### **10th Grade Schedule\***

1. 10 English Language Arts or Honors 10 Seminar
2. Geometry or Algebra II
3. Chemistry
4. World History & Geography
5. Health & Physical Education
6. Spanish
7. Elective
8. Advisory

#### **11th Grade Schedule\***

1. 11 English Language Arts or AP Language & Composition
2. Algebra II or Pre-Calculus
3. Biology
4. Government & Economics
5. Elective\*\*
6. Elective\*\*
7. Elective\*\*
8. Advisory

#### **12th Grade Schedule\***

1. 12 English Language Arts or AP Language & Composition
2. Algebra II, FST, or Pre-Calculus
3. Global Perspectives & Personal Finance or AP European History

4. Elective\*\*
5. Elective\*\*
6. Elective\*\*
7. Elective\*\*
8. Advisory

\*The following academic credits are recommended to be earned by the end of each school year to maintain class membership: 9th – 5 credits, 10th – 11 credits, 11th – 17 credits

\*\*Junior/senior elective opportunities include participation in TBAISD Career-Tech Center programs and Dual Enrollment in college courses at Northwestern Michigan College as part of post-secondary transition preparation.

High School Core Courses

## **Foreign Language**

### **Spanish I**

This course is designed for Secondary students who are new to Spanish or have had limited prior experience with Spanish language and culture at the elementary or middle school level; specifically, they have mastered the Elementary Spanish or Introduction to Spanish requirements. The objective of the class is to introduce and deepen Spanish language skills and cultural understanding through comprehensible input such as storytelling and role play, conversations, music, texts, gestures, and modeling appropriate uses of Spanish. There will be a heavy emphasis on language acquisition by building auditory and oral skills within the topic areas and circle of vocabulary of each unit. We will also be working with understanding the basic grammatical structures and usage appropriate to Spanish 1, including understanding present tense verbal conjugations. Each class will be given opportunities to learn through listening, reading, writing and speaking. Be ready to dance, sing, gesture and play!

### **Spanish II**

This course is designed for Secondary students who have had prior experience with Spanish language and culture at the elementary or middle school level; specifically, they have mastered the Beginning Spanish requirements. The objective of the class is to build on the Spanish Language base and cultural understanding developed in Spanish 1 and deepen those skills through comprehensible input such as storytelling and role play, conversations, music, texts, gestures, and modeling appropriate uses of Spanish. There will be a heavy emphasis on language acquisition by building auditory and oral skills within the topic areas and circle of vocabulary of each unit. We will also be working with understanding the basic grammatical structures and usage appropriate to Spanish 2, including understanding past tense (preterite and imperfect) verbal conjugations. Each class will be given opportunities to learn through listening, reading, writing and speaking. Be ready to dance, sing, gesture and play!

### **Spanish III**

This course is designed for Secondary students who have had prior knowledge and experience with Spanish language and culture at the secondary level and can demonstrate competency at the novice-high level. The objective of the class is to build on the Spanish Language base and cultural understanding developed in Spanish 1 and Spanish 2. We will deepen those skills through comprehensible input such as storytelling and role play, conversations, music, texts, gestures, and modeling appropriate uses of the language. There will be a heavy emphasis on language acquisition by building auditory and oral skills within the topic areas and circle of vocabulary of each unit. We will also be working on expanding our understanding of the grammatical structures studied in Spanish 2 while introducing more complicated grammatical structures and usage appropriate to Spanish 3, including the formation and usage of the present perfect and the present subjunctive. Each class will be given opportunities to learn through listening, reading, writing and speaking. Be ready to dance, sing, gesture and play!

## **Language Arts**

### **9 English Language Arts**

The objective of this class is to teach students the skills they need to write well and to become skilled readers. Students will engage in writing activities that provide the foundation for their high school career. This course will focus on the study of American literature, in which students will not only become aware of the great, controversial, and interesting ideas contained in America's literary history, but also examine the interactions between the writer's purpose, subject, and audience expectations. Students will learn to identify and create a range of innovative pieces that fall within three particular writing types: argumentative, informative/explanatory, and narrative. An array of mentor texts and writing strategies will be used in order to help students



become confident writers in their own right. It is vital to us that we prepare our incoming high school students with the basic skills they need to read texts of steadily increasing complexity that they will encounter throughout their high school careers, and this course will lay the foundation for this interaction with complex texts.

### **9 Honors English Language Arts**

This course is intended for students who would like to take an AP English Language Arts course during their junior or senior year. An approved GTA English Language Arts Honors application is necessary before registering, and students must maintain a “B” (83 percent) or higher to remain in the course. The workload in honors English sections is highly challenging, as are the reading selections and schedules. All honors and AP students are expected to complete a summer reading assignment, which will be due on the first day of school.

Students in this honors course will learn strategies to be critical consumers of texts, as the ability to access, navigate, and evaluate information is a crucial skill of citizens in contemporary society. Throughout the course, students will develop their knowledge of textual elements and structures, enabling them to engage in close reading of increasingly complex texts. They will explore the role nonfiction plays in their daily lives and identify and analyze the text structures and features of informational texts in print and digital formats. Students’ knowledge of argument will be extended through frequent discussion and delineation of authors’ claims, evidence, and reasoning. They will also develop analytical skills and strategies while moving through an array of texts and genres with a focus in American Literature. Students’ knowledge of argument will be extended through frequent discussion and delineation of authors’ claims, evidence, and reasoning.

### **10 English Language Arts**

The objective of this course is to expose students to a broader scope of literature and continue to develop their writing skills along the way. Studying British Literature at this point in their high school careers will not only expose students to the cultures of England over the centuries, but cultivate an understanding and appreciation for canonical literature that will support them in their future studies. Course study will include a variety of texts taken from the major periods of British history, incorporating literary theory and reading comprehension, while asking students to research, write, listen, and speak about the texts they read and how they inform literary traditions and modern literature. Additionally, students will write a wide variety of formats, including non-fiction and analytical essays, and complete a Greek and Latin base word vocabulary program. Lastly, there will be an emphasis on students learning how to present, listen and think critically as audience members, evaluating a speaker’s point of view, reasoning, and use of evidence and rhetoric.

### **10 Honors English Language Arts**

This seminar is intended for students who would like to take an AP English Language Arts course during their junior or senior year. An approved GTA English Language Arts Honors application is necessary before registering, and students must maintain a “B” (83 percent) or higher to remain in the course. The workload in honors English sections is highly challenging, as are the reading selections and schedules. All honors and AP students are expected to complete a summer reading assignment, which will be due on the first day of school.

This course is designed to lay the final foundational pieces required for students to advance to an AP English Language Arts course. Throughout this honors course, students will develop their knowledge of textual elements and structures, enabling them to engage in close reading of increasingly complex texts in order to more fully dissect the great ideas raised in each unit of study. They will also develop analytical skills and strategies while moving through a variety of fiction and informational texts. Students work with literary non-fiction, literature, and informational text types in both their reading and writing. Across the course, students will continue to deepen their skills of argumentation with close study and development of claims, counterclaims, line of reasoning, and evidence-based arguments. This writing will take place within the context of a writer’s workshop, which will allow students to work closely with a small group of peer editors throughout the year to incorporate higher-level grammar and syntax in their own writing. Speaking will also be an important element to this course as students work on an independent author study research project; this will culminate in a final exposition demonstrating college-level research, writing, and formal presentation skills. Finally, students will utilize strategies applicable to the AP English Language and Composition as well as the AP Literature and Composition courses.

### **11 English Language Arts**

This course provides students an opportunity to study selected masterpieces by international authors and gain a global perspective on literature. Students will read and respond to historically and culturally significant works of world literature, including standard classical pieces such as Greek tragedies and epic tales, as well as authors not widely read in the United States and student-chosen literature. There will be an exploration of the interplay between English language and other language literatures, discussion of the place of translation, and an analysis of universal motifs.

During second semester, students are considering their options for postsecondary pathways and building their foundation for college and career readiness. The objective of this semester's college preparation writing is to ensure that students are prepared to tackle a variety of writing scenarios they may encounter in their lives after high school. Assignments will be aligned with students' postsecondary goals, such as an application essay for college or another postsecondary institution and a research paper that studies the elements of outlining, note-taking, paraphrasing, and summarizing, as well as data collection methods, analysis, and synthesis of information. Throughout the writing process, students will utilize writing workshop groups to incorporate higher-level grammar and syntax in their own narrative, informational, persuasive, and analytical writing. The writing assignments will closely emulate assignments given in college ELA courses so as to prepare students for their lives after Grand Traverse Academy.

### **AP Language & Composition (Grade 11 or 12)**

The purpose of this course is to develop the student's ability to read, write, speak, and think effectively at a mature college level and beyond. The course will adhere to the guidelines set by the College Board's Advanced Placement Course Description and prepare students to score highly on the AP Exam, receive Advanced Placement, and earn college credit where applicable. A wide selection of challenging fiction, non-fiction, and poetry will be covered in the course. For all material, the emphasis will be on understanding authors' rhetorical and linguistic strategies, effects, and choices, as opposed to gaining an overarching comprehension of their place in the literary canon. Students will receive, throughout the entire year, intensive practice in grammar, sentence structure, vocabulary, and rhetorical strategies to improve their written and verbal skills. Since this is an advanced placement course, the demands on students will be greater than in other courses. The reading material will be more challenging and of a higher quantity, and the writing will be more extensive. A working competence in writing mechanics will be expected since this course is designed to take students beyond the formats they have developed in previous years. Completion of the summer reading assignment prior to starting the school year is expected and will be used for the first lessons of the year.

### **12 English Language Arts**

The first semester of ELA 12 is a hybrid of English Language Arts and Sociology—two subjects that dovetail nicely as students begin to examine their place in the world. Students in this senior-level course will explore and investigate a variety of social issues (such as prejudice & discrimination, crime & violence and media & hate crimes) that are reflected in a wide variety of literary genres – drama, poetry, articles, essays, statistics, short stories, novels and textbook readings. Students will synthesize course material in their own writing and spoken presentation, both narrative and informational. The class requires students to engage in critical thinking and civil, democratic discussions with their peers on a daily basis, so students will work on posing and responding to questions and will respond thoughtfully to diverse perspectives presented by their classmates. At this level, students will do much independent reading and research in order to come to class prepared for these discussions. By the end of the semester, students will walk away with greater insight regarding the nuances of social issues and a deeper understanding of how authors tackle these complicated topics within their own works.

### **Mathematics**

#### **Algebra I (Grade 9)**

It is expected that students entering Algebra I are able to recognize and solve mathematical and real-world problems involving linear relationships, and to make sense of and move fluently among the graphic, numeric, symbolic, and verbal representations of these patterns. Algebra I builds on this increasingly generalized approach to the study of functions and representations by broadening the study of linear relationships, to include systems of equations with three unknowns, formalized function notation, and the development of bivariate data analysis topics such as linear regression and correlation. In addition, their knowledge of exponential and quadratic function families is extended and deepened with the inclusion of topics such as rules of exponentiation (including rational exponents) and use of standard and vertex forms for quadratic equations. Students will also develop their knowledge of power (including roots, cubics and quartics) and polynomial patterns of change and the applications they model. In addition to deepening and extending students' knowledge of the algebra strand, Algebra I also draws upon and connects to topics

related to number and geometry by including the formalized study of the real number system and its properties, and by introducing elementary number theory.

### **Geometry (Grade 10)**

Prerequisite: Algebra I

Students studying Geometry in high school further develop analytic and spatial reasoning. They apply what they know about two-dimensional figures to three-dimensional figures in real-world contexts, building spatial visualization skills and deepening their understanding of shape and shape relationships. Geometry includes a study of right triangle trigonometry that is developed through similarity relationships. These topics allow for many rich real-world problems to help students expand geometric reasoning skills. It is critical that connections are made from algebraic reasoning to geometric situations. Connections between transformations of linear and quadratic functions to geometric transformations should be made. Earlier work in linear functions and coordinate graphing leads into coordinate Geometry. The study of formal logic and proof helps students to understand the axiomatic system that underlies mathematics through the presentation and development of postulates, definitions and theorems. It is essential that students develop deductive reasoning skills that can be applied to both mathematical and real-world problem contexts.

### **Algebra II (Grade 11)**

Prerequisite: Algebra I

The goal of Algebra II is to build upon the concepts taught in Algebra I and Geometry while adding new concepts to students' repertoire of mathematics. In Algebra I, students studied the concept of functions in various forms such as linear, quadratic, polynomial, and exponential. Algebra II continues the study of exponential and logarithmic functions and further enlarges the catalog of function families to include rational and trigonometric functions. In addition to extending the algebra strand, Algebra II will extend the numeric and logarithmic ideas of accuracy, error, sequences, and iteration. The topic of conic sections fuses algebra with geometry. Students will also extend their knowledge of univariate and bivariate statistical applications.

### **Functions, Statistics & Trigonometry (Grade 12)**

Prerequisite: Algebra II

This is the fourth-year course for the college-bound or highly skilled workforce-bound student who has completed Algebra I, Geometry and Algebra II. Content presents topics from these three areas in a unified way to help students prepare for everyday life, with business applications. This is a class that is geared towards preparing students to have a better foundation for any college math class they may have to take. This course covers many things the students have seen in Algebra II but is used to expand on particular concepts.

### **Pre-Calculus (Grade 11 or 12)**

Prerequisite: Algebra II

Calculus is a powerful, useful, and versatile branch of mathematics. While the core ideas of calculus (derivatives and integrals) are not hard to understand, calculus is a demanding subject because it requires a broad and thorough background of algebra and functions. Study of the topics, concepts and procedures of pre-calculus is very strongly recommended for all college-bound students. These topics, concepts and procedures are prerequisites for many college programs in science, engineering, medicine and business. Pre-calculus is the preparation for calculus. The study of the topics, concepts and procedures of pre-calculus deepens students' understanding of algebra and extends their ability to apply algebraic concepts and procedures at higher conceptual levels, as a tool, and in the study of other subjects. The theory and applications of trigonometry and functions are developed in depth. New mathematical tools, such as vectors, matrices, and polar coordinates, are introduced, with an eye toward modeling and solving real-world problems.

### **Physical Education**

#### **Health & Physical Education (Grade 10)**

This course allows students to develop and maintain physical fitness through a variety of strength and conditioning methods, health education curriculum and sports. The curriculum will consist of participation in a wide variety of sports, health education, physical education concepts, conditioning workouts, motor skill development and character education. Students will learn health and fitness curriculum through demonstration of sport skills, goal setting, skill assessments, health assignments, quizzes and classroom presentations.

## **Science**

### **Conceptual Physics (Grade 9)**

The Physical Science curriculum is designed to continue student investigations of the physical sciences that began in grades K-8 and provide students the necessary skills to have a richer knowledge base in physical science. This course is designed as a survey course of chemistry and physics. This curriculum includes introduction and interactions of matter, atom, motion & forces, electricity, work, machines, energy, waves, sound and light. Students investigate physical science concepts through experience in laboratories and field work using the processes of inquiry.

### **Chemistry (Grade 10)**

This is an introductory Chemistry course which may include the study of matter and energy, atomic theory, the periodic table, bonding, nuclear chemistry, reactions, stoichiometry, gases, solutions, acids and bases. Students will perform laboratory investigations to develop an understanding of the characteristics and quantitative relationships associated with matter. Emphasis is on a student-centered, inquiry-based learning approach. Students will collect and analyze data, as well as utilize algebraic and other mathematics skills for problem-solving. Students will be asked to explain scientific principles, cite evidence for scientific claims and understand their applications in and implications for society.

### **Biology (Grade 11)**

The Biology course involves the scientific study of living organisms and begins with basic units of life. The course considers the interactions among the vast number of organisms and systems that inhabit our region and world. It presents the basic form and function of these organisms, from their molecular processes, to cells, to organ systems; from simple molecules to complex humans. It delves into interactions between organisms, and between an organism and its environment. It also looks into how technology and continued scientific inquiry influences us and our daily lives. Students are given opportunities to demonstrate understanding through creative multiple intelligence-based assessment.

### **STEM Exploration (Grade 9)**

Through cross-curricular integration, students will explore concepts related to forensics, robotics, engineering, modeling and computer science to find solutions to real-world problems and emphasize project-based learning. Students will utilize productive teamwork and collaborative learning while engaging in the engineering process, hands-on inquiry and open-ended exploration. Students will apply mathematical, computer, and science content to projects. This course allows for multiple right answers and failure as a necessary part of learning to promote critical thinking and problem-solving skills.

## **Social Studies**

### **United States History & Geography (Grade 9)**

The study of United States history prepares students to take up the challenges of life in contemporary society. This full-year course introduces students to the history of the United States with a focus on the post-Civil War Industrial Age to the present day. Beginning with a review of prior political, intellectual and demographic transformations that shaped the nation, students learn about major political, philosophical and historical underpinnings of our government. Throughout the course, students analyze how ideas of freedom and equality have shaped our collective past and explore implications for the future. Adopting a chronological approach, students analyze the causes and effects of events in the nation's past. They use primary and secondary sources to explore time and place in the 20th century. Within their historical study of 20th century America, students deepen their understanding of major geographical themes, economic principles and significant concepts in United States government. Throughout the course, students learn to develop important questions, conduct inquiry and evaluate evidence. They also read a variety of historical arguments and develop skills in writing evidentiary based arguments and historical narratives. By helping identify common and diverse strands that formed and continue to shape life in America, students develop the habits of mind essential for democratic citizenship.

### **World History & Geography (Grade 10)**

The purpose of the World History & Geography year-long course is to develop a greater understanding of how events and cultures impact society today. This course includes the study of history from the earliest civilizations to the present, with particular emphasis placed after the 15th century. Economic and trade patterns, political institutions, development of nationalism, rise of technology, patterns of conquest and colonialism and social and cultural beliefs will be compared and contrasted across eras and

regions. In addition to core content, the course emphasizes a skills based approach of inquiry, research, and analysis. Students will develop analytical and historical reasoning skills through a variety of activities including reading primary sources and written assessments, including professionally written research papers.

### **American Government (Grade 11 – One Semester)**

This one-semester course deepens students' knowledge of government, with a particular focus on national, state and local government in the United States. A particular emphasis is placed on current government events. Students engage in investigations, analysis and arguments about civic life in the United States and the role of the United States in the world. In making reasoned and evidentiary-based interpretations, arguments, or decisions, they consider differing points of view, and apply concepts and principles of American constitutional democracy through participating in democratic deliberations around public policy issues.

### **Economics (Grade 11 – One Semester)**

This is a survey course of Economics that will introduce students to the fundamental and core economic principles. Knowledge of economics will enable students to understand and consider potential implications of the scarcity problem faced by societies. Through this course, students will analyze economic concepts in a reasoned, careful manner in dealing with personal, community, national and global economic issues. They will use measurement concepts and methods such as tables, charts, graphs, ratios, percentages and index numbers to understand and interpret relevant data.

### **Global Perspectives (Grades 12 – One Semester)**

Global Perspectives is a groundbreaking and stimulating course that stretches across traditional subject boundaries and develops transferable skills. It is both cross-curricular and skills-based and taps into the way learners of today enjoy learning, including teamwork, presentations, projects and working with other learners around the world. The emphasis is on developing the ability to think critically about a range of global issues where there is always more than one point of view.

### **Personal Finance (Grade 12 – One Semester)**

This one-semester course is anchored by the Dave Ramsey High School Curriculum. Students explore the dangers of debt, the empowerment of planning, and the joys of giving. As a class designed for seniors, Personal Finance is a great final lesson in Choice Theory for GTA graduates. Dave helps students see how to “Live like no one else, so that later on in life they can live like no one else.” The course helps students make both short- and long-term financial decisions, including paying cash for the car of their dreams, to retiring with dignity.

## **High School Electives**

### **Fine Arts Performance**

#### **Mustang Choir**

Mustang Choir is a non-auditioned ensemble focused on the learning and performance of mixed voice choral music. There are three concerts each year, and repertoire selections will cover classical standards, holiday fare, contemporary, jazz and pop works. Skills introduced will include ear training, solfege, rhythm reading, sight singing, musical vocabulary, proper vocal technique and more.

#### **Musical Performance**

Musical performance focuses on looking at a wide range of different performing arts. The class looks at each type of performing art and discusses the purpose of each, their differences and how they are performed. Students then use what they have learned to build confidence and self-expression through their performances.

#### **Varsity Band**

This performing instrumental group for high school band students will be introduced to Symphonic-level band literature and is a year-long commitment. Students must have completed the Standard of Excellence Book 2 (blue book) prior to the start of the school year with their band instrument. Required performances will include a Holiday Concert in December, the Fundraiser Concert in March and a Spring Concert in May. Varsity Band students can also participate with the GTA Pep Band at Friday night home basketball games. The required book for this class is the Standard of Excellence Book 3 (green book).

## **Symphonic Band**

Symphonic Band is a year-long commitment for high school band students and will focus on the fine tuning and quality performance of difficult band literature. To be eligible for this group, students must have completed the Standard of Excellence Book 3 with their band instrument and be self-directed and motivated to practice beyond class time. Students are expected to work on the refinement of their tone and private lessons are encouraged. Required performances will include, but are not limited to, a Holiday Concert in December, the Fundraiser Concert in March and a Spring Concert in May. Symphonic Band students will also participate in the GTA Pep Band at Friday night home basketball games.

## **Symphony Winds**

The Symphony Winds is a performing ensemble for high school students that will require much additional practice as we explore literature that will push the limits of our playing abilities. Daily attendance is expected and private lessons are encouraged. Required performances will include, but are not limited to, a Holiday Concert in December, the Fundraiser Concert in March, a Spring Concert in May and the GTA graduation ceremony in June. The Symphony Winds ensemble will also participate with the GTA Pep Band at Friday night home basketball games. Some instrumental sections will require auditions to enter this group.

## **Fine Arts, Visual or Applied**

### **Art I**

This course is a beginning art class for students wishing to pursue upper-level art courses or for those who wish to satisfy their Fine Arts requirements. The emphasis is to teach the average or the experienced art student how to sharpen their artistic perception. This structured course follows basic exercises designed to develop and enhance students' creative potential. Students will develop skills in drawing from observation and two-dimensional design using a variety of art materials and tools. Students will apply their drawing and design skills in areas such as painting and the creation of three-dimensional sculptures. Students will also develop an appreciation for artwork of the past and present through classroom readings and writing assignments. Strong drawing skills are foundational to all other forms of art, so it is strongly suggested that this course be taken before Art II and III.

### **Art II**

This class is based on stimulating creativity and improving skills learned in Art I. Students will be working with a range of different media types to help them gain a better understanding of the arts and what they can accomplish as individuals in the arts. Students will gain some knowledge of art history and how art has progressed throughout history. As this course deals with more advanced areas of art, it is strongly recommended that Art I be taken before entering this class.

### **Art III**

This class is a studio-based class, providing students with more freedom to improve on skills learned in Art I and II. Students will be given the opportunity to guide themselves in the areas of art that interest them, along with instructor-assigned work which will reinforce ideas learned in Art I and Art II. As this course deals with more advanced areas of art, it is strongly recommended that Art I and Art II be taken before entering this class.

## **Graphic Design**

This course is an introduction to graphic design. Students will learn the formal, aesthetic and communicative aspects of creating effective graphic images. Students will be introduced to and will learn to use basic graphic software tools. Projects will include logos, product packaging and other design challenges as experiences that will promote mastery of technique, methods and materials. This class will help to strengthen students' visual literacy and communication skills through a creative process.

## **Photography**

This is a basic course in photography designed to help students become more experienced in the fundamentals of digital photography. Throughout the class various camera settings will be explored to offer greater creative and technical control. Students in the class will learn various compositional principles through photo capture and students will learn to examine images critically through critiques. Digital processing techniques will be introduced using various photo editing programs. Students taking the class will also work in conjunction with the Yearbook Journalism class to provide high quality images of school life, activities and events for publication. Students taking the class should be willing and are expected to attend school activities and

events outside of school hours. It is required that students taking the class provide their own digital camera, memory card and power source.

## **General**

### **Advisory**

This course is focused on the advanced development of skills needed for success in school and life. Topics include character education, developing healthy study skills, utilizing an effective organizational system, short and long-term goal setting, decision-making, developing healthy relationships, career exploration, creation of an Educational Development Plan (EDP), and planning and preparation for post-secondary opportunities, including the college admissions process.

## **Language Arts**

### **Yearbook Journalism**

This elective course will focus on the principles of journalism through the development of Grand Traverse Academy's Elementary and Secondary yearbooks. This course is designed to provide students with opportunities to develop skills related to project management, interpersonal communication, marketing, digital design and critical thinking. Students taking the class will also work in conjunction with the Photography class to create high-quality images for yearbook publication purposes. Participants of this course are expected to attend school activities and events outside of school hours.

## **Physical Education**

### **Lifetime Sports**

The Lifetime Sports class is designed to introduce students to lifelong activities and sports that are both engaging and fitness oriented. All fundamentals will be reviewed, but a higher level of thinking will be explored. Students will gain a greater understanding of athletic activities that they might choose to participate in throughout their lifetime.

## **Science**

### **Environmental Science (Grade 10, 11 or 12)**

Environmental Science will focus on an engagement with natural world cycles and our role as humans to interact and use these in a sustainable and productive manner. A function of the class will be the success and maintenance of the biodome's aquaponics system and greenhouse. Other established components of composting, botany, water-quality, biogeochemical cycles and species interactions are also foundations of the class. Students will be challenged to personalize some learning to their own interests and goals. The format will be project based with student expectations centered on objectives aligned to a Life Science curriculum as well as skills needed from other disciplines. Students will often work in teams to accomplish objectives and ensure successful implementation of specific goals. Assessments will be based on both individual and group accomplishments. Environmental Science offers a hands-on approach to science with an expectation of personal responsibility and offers tangible rewards to successful students.

## **Social Studies**

### **AP European History (Grades 11-12)**

AP European History is designed to be the equivalent of a two-semester introductory college or university European history course. Students investigate significant events, individuals, developments and processes in four historical periods, from approximately 1450 to the present. Students will use primary and secondary sources, focusing on the skills of developing historical arguments, making historical comparisons and utilizing reasoning about contextualization, causation, and continuity and change over time. Emphasis will be placed on students' historical reasoning and interpretation skills, using a variety of instructional methods and sources.

## **College & Career Development**

### **TBAISD Career-Tech Center**

Juniors and seniors may opt to take classes at the Career Tech Center (CTC), at no cost, to get a head start on their post-secondary career planning and preparation. Post-secondary and direct college credits may also be earned while enrolled in CTC programs. Students can move into immediate job placement and/or additional post-secondary training in technical schools, colleges, universities or the US military. The following courses of study are available:

Arts & Communications  
Film and New Media  
Graphic Arts  
Front Street Writers

Trade, Business & Hospitality  
Business Careers  
Culinary Arts  
Information Technology  
Web & Game Programming

Public & Human Services  
Early Childhood Education  
Public Safety/Protection Services  
Teacher Academy

Health  
Allied Health I & II

Manufacturing, Technology & Engineering  
Manufacturing Technology Academy  
Precision Machining Technology  
Auto Body Repair  
Automotive Technology  
Construction Trades  
Drafting & Design Technology Online  
Electrical Occupations  
Power Equipment Technology  
Welding & Fabrication  
Mechatronics

Natural Resources & Agriscience  
Agriscience/Natural Resources

### **Dual Enrollment at Northwestern Michigan College**

We highly encourage all college-bound Grand Traverse Academy High School students who have a minimum cumulative GPA of 3.3 to begin their college education during high school. This provides students with a foundation for transition to their college program. It also makes the last three years of high school more meaningful and motivating. Students who are in grades 10, 11 or 12 and are enrolled in at least one high school course, are considered full-time (through a combination of GTA and college classes), are on track to graduate with their class and have successfully completed all GTA required courses for their class level to date, are eligible to enroll and take college or university courses through Northwestern Michigan College. Our complete dual enrollment policy is available in the Secondary Office or through the guidance counselor.

### **NMC Direct Credit Courses Taught at GTA Alternating Each Spring**

#### **SOC 101 Introduction to Sociology**

This college course, taught at GTA by a Northwestern Michigan College instructor, is an introduction to the study of human group behavior through social interaction, with special emphasis on culture, the socialization process, social stratification, collective behavior, social institutions and social change.

#### **PSY 101 Introduction to Psychology**



This college course, taught at GTA by a Northwestern Michigan College instructor, provides a broad, general introduction to psychology, its basic subject matter, and its approaches to gathering and evaluating evidence about the causes and correlates of behavior.

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

## K-12 Testing

### Grand Traverse Academy

| Date                                   | Test / Grade Level   | Brief Description  |
|--|--|--|
| September,<br>January,<br>May          | NWEA MAP<br>assessment<br>ELA and Math<br>K-12   | <p>The <b>NWEA</b> (Northwest Evaluation Association) offers the MAP (Measures of Academic Progress) assessment, given multiple times throughout a school year to measure your student's growth in a variety of subjects.</p> <p>The purpose of MAP Growth is to determine what students know and are ready to learn next. MAP Growth is designed to measure student achievement in the moment and growth over time. MAP Growth can also track students' individual growth over time, wherever they are starting from and regardless of the grade they are in.</p> |
| October,<br>January,<br>April,<br>June | Fountas and Pinnell<br>Reading Assessment<br>K-6   | <p>The Fountas &amp; Pinnell Benchmark Assessment is given to identify the instructional and independent reading levels of all students and document student progress through one-on-one assessments.</p> <p>Student accuracy, fluency, and comprehension are assessed and compared to peers at the same level to identify best instruction for that individual student.</p>   |
| October                                | PSAT/NMSQT<br>11   | <p>The PSAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) measures what students are learning in school, determines if they're on track, and opens doors for opportunities to prepare and pay for college.</p>   |
| October<br><br>April                   | PSAT<br><i>9, 10 (Final year for testing 9 &amp; 10 in fall)</i><br><br>PSAT<br>8, 9, 10 | <p>The PSAT measures what you're learning in school and helps determine if you're on track for (or in) high school and beyond. It also helps: build confidence for later testing, choose high school courses, and explore a future career.</p>   |

|                  |   |  |
|------------------|---|--|
| October          | SAT<br><i>12 (Final year for testing grade 12)</i>                                      | The SAT is intended to assess what students have learned throughout high school and students' readiness for college.   |
| April            | SAT<br>11   | The SAT is an entrance exam used by most colleges and universities to make admissions decisions.   |
| February         | WIDA<br><i>K-12 English Language Learner students only</i>                              | <p>Test scores can support decisions about whether a student is an English language learner (ELL) and can support decisions about instructional planning and show the progress students have made.</p> <p>The data can be used to promote and guide ELLs' language development within the school setting.</p>        |
| April            | ACT Workkeys<br>11  | The ACT Workkeys assessment measures foundational skills required for success in the workplace, and helps measure the workplace skills that can affect job performance.  |
| April<br><br>May | M-STEP<br>5, 8, 11<br><br>M-Step<br>3, 4, 6, 7  | M-Step is designed to gauge how well students are mastering state standards. These standards broadly outline what students should know and be able to do in order to be prepared to enter the workplace, career education training, and college. It measures student progress and achievement at these grade levels. |
| May/June         | OLSAT<br>2, 3, 4  | The Otis-Lennon School Ability Test (OLSAT) is a multiple-choice assessment that measures reasoning skills with several different types of verbal, non-verbal, figural and quantitative reasoning questions. Schools commonly administer the OLSAT for admissions into gifted and talented programs.                 |
|                  | <p><i>**Not Currently testing but hoping to bring back in future**</i></p> <p>ASVAB</p> | The ASVAB Career Exploration Program includes a validated aptitude test and interest assessment. The results are used to guide career exploration using the career planning tools to figure out where to find career satisfaction and to make informed decisions.  |

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## **Schedule 7f**

### **Application and Enrollment Policies**

The Academy will follow Section 504 of the Revised School Code stating that public school academies shall not charge tuition nor discriminate on any basis deemed illegal by the State of Michigan. Enrollment is open to all U.S. citizens who are also residents of Michigan.

Enrollment preferences will be given to:

- siblings of those students already enrolled
- children of employees of the Academy
- children of board members of the Academy

If the Academy receives more applications than there are positions available a random selection process will be held to determine enrollment. Those applicants not selected in the random selection drawing will be placed on a waiting list in the order they were selected. These applicants will be admitted throughout the academic year as space becomes available.

Each year an open enrollment period will be posted and held for at least two week in the month of February and/or March. The Academy will be open to the public during instructional hours as well as specified nights and weekends for the public to retrieve and return application and enrollment materials.

**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 University 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 University Board prior to the commencement of each academic year.



**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

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

The Academy will enroll students in pre-kindergarten through twelfth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the University 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, 2017.

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.