

# *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

**RIDGE PARK CHARTER ACADEMY**  
(A SCHOOL OF EXCELLENCE)

July 1, 2021



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**AUTHORIZING RESOLUTION  
AND  
RESOLUTION**





**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





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

On motion by Dr. Mark Mercer and second by Ms. Patricia Caruso,  
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 January 28, 2011, the University Board issued to **Ridge Park Charter Academy** (the "Academy") a Contract to Charter a Public School Academy (the "Current Contract") with a term of ten (10) years; 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: \_\_\_\_\_

*Lauren Pierce*



**CONTRACT TERMS  
AND CONDITIONS**



**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2021**

**ISSUED BY**

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

**TO**

**RIDGE PARK CHARTER ACADEMY  
(A SCHOOL OF EXCELLENCE)**

**CONFIRMING THE STATUS OF  
RIDGE PARK CHARTER ACADEMY**

**AS A**

**SCHOOL OF EXCELLENCE**



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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 school of excellence and confirms the status of a school of excellence 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 school of excellence corporation named Ridge Park Charter Academy which is established as a school of excellence 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 school of excellence 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 (including schools of excellence) 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 553c of the Code, MCL 380.553c, 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 schools of excellence 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 Ridge Park Charter Academy Confirming the Status of Ridge Park Charter Academy as a school of excellence.”
- (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 or 6E 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 school of excellence 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.

## **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 school of excellence 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 school of excellence 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 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 school of excellence 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 schools of excellence, 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 school of excellence, 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 561 of the Code, MCL 380.561 ("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 561 of the Code, MCL 380.561, 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)</b> <b>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>	
COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & 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.
	Must include Corporal Punishment coverage.
	\$1,000,000 per occurrence & \$2,000,000 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.
	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.
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability.
	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & Officers' coverage.
	Must include School Leaders' E&O.
	Can be Claims Made or Occurrence form.
	If Claims Made, retroactive date must be the same or before date of original 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**

COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident.
	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.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
<b>Workers' Compensation</b>	Must be Occurrence form.



	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.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage. Must include third party coverage. \$500,000 limit.

COVERAGE	REQUIREMENTS
Umbrella	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 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
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	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.
Automobile Physical Damage	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>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<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
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	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



COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$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 561 of the Code, MCL 380.561; or (ii) pursuant to



a reconstitution by the University pursuant to Section 561 of the Code, MCL 380.561 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:

Board President  
Ridge Park Charter Academy  
4120 Camelot Ridge Drive SE  
Grand Rapids, MI 49546  
TIME SENSITIVE NOTICE

If to Academy Counsel:

Candace Sorensen  
CS3 Law PLLC  
99 Monroe Ave. NW, Suite 200  
Grand Rapids, MI 49503  
TIME SENSITIVE NOTICE



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 Parts 6A or 6E of the Code or actions taken by the University Board as an authorizing body under Parts 6A or 6E 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 schools of excellence which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to schools of excellence 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, 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.

**RIDGE PARK CHARTER ACADEMY**

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

Date: July 1, 2021




**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.

**RIDGE PARK CHARTER ACADEMY**

By:   
Sarah Webb, Academy Board Designee

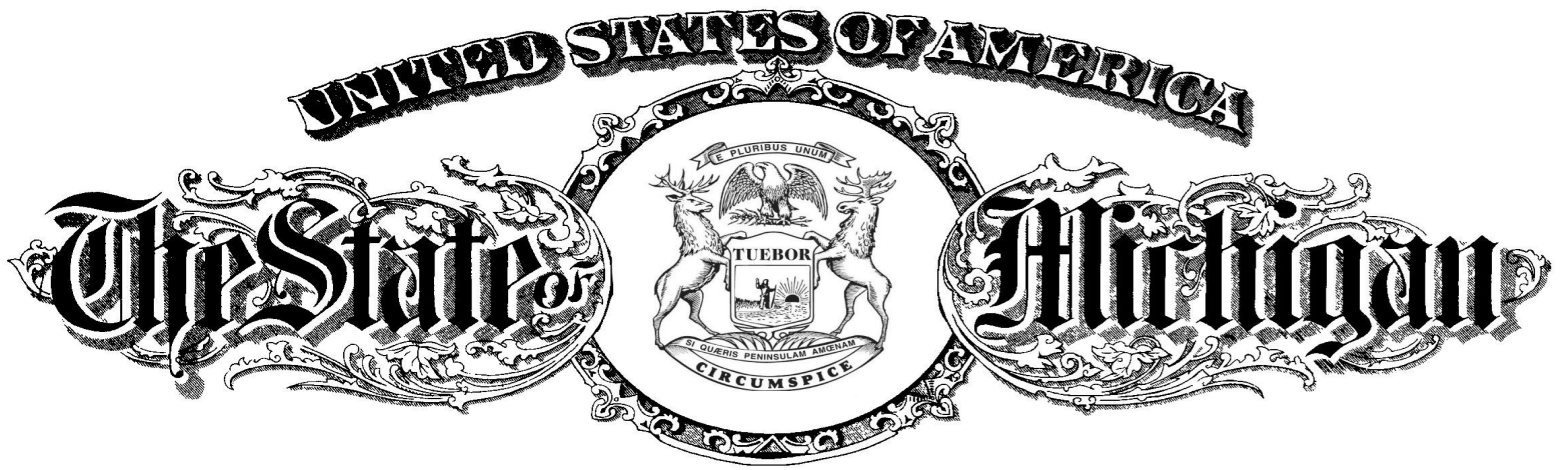
Date: July 1, 2021



**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**





Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**RIDGE PARK CHARTER ACADEMY**

*was validly Incorporated on August 28 , 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: 21040380206

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 15th day of April , 2021.*

*Linda Clegg*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



# ***Michigan Department of Energy, Labor & Economic Growth***

## ***Filing Endorsement***

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

***for***

***RIDGE PARK CHARTER ACADEMY***

***ID NUMBER: 758877***

***received by facsimile transmission on February 9, 2011 is hereby endorsed***

***Filed on February 9, 2011 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 9TH day of February, 2011.***


***Director***

***Bureau of Commercial Services***



MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Danielle A. Phillips  3850 Broadmoor Ave. SE Suite 201  Grand Rapids      MI      49512			EFFECTIVE DATE: 
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**Document will be returned to the name and address you enter above**

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

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 *et seq.*, and Part 6e of the Revised School Code (the "Code") as amended, being Sections 380.551 *et seq.* of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

The present name of the corporation is: Ridge Park Charter Academy.

The corporation identification number (CID) assigned by the Bureau is: 758-877.

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: August 28, 1998.

The corporation operates within the Kentwood School District, which is located within the Kent Intermediate School District.

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

**ARTICLE I**

The name of the corporation is: Ridge Park Charter Academy.



The authorizing body for the corporation is: Lake Superior State University Board of Trustees ("University Board").

## ARTICLE II

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

1. The corporation is organized for the purpose of operating as a school of excellence in the State of Michigan pursuant to Part 6e of the Code, being Sections 380.551 to 380.561 of the Michigan Compiled Laws.

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

3. Additionally, the corporation is organized for the purposes of a) improving pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment; b) stimulating innovative teaching methods; c) 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; d) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and e) providing parents and pupils with greater choices among public schools, both within and outside their existing school districts.

## ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$8,727.72 as of December 15, 2010.

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

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by schools of excellence.
- e. Other funds lawfully received.



#### **ARTICLE IV**

The address of the registered office is 3850 Broadmoor Ave. SE, Suite 201, Grand Rapids, MI 49546. The mailing address of the registered office is the same. The name of the resident agent at the registered office is Shane Pranger.

#### **ARTICLE V**

The name and address of the incorporator is as follows:

J.C. Huizenga  
989 Spaulding Avenue SE  
Grand Rapids, MI 49546

#### **ARTICLE VI**

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

#### **ARTICLE VII**

Before a contract to charter a school of excellence is issued by the University Board to the corporation ("Contract"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board, pursuant to Section 3.1 of the Contract, as required by the Code.

#### **ARTICLE VIII**

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.



## **ARTICLE IX**

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

## **ARTICLE X**

These Restated Articles of Incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and the University Board. This process is as follows:

The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

## **ARTICLE XI**

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

## **ARTICLE XII**

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

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



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

### ARTICLE XIII

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

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

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

### ARTICLE XIV

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

### ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted by the Academy Board on this 21 day of January 2011, in an open and public meeting. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation. The necessary number of votes were cast in favor of these Restated Articles of Incorporation. They shall become effective upon filing.

Signed this 21 day of January, 2011

By

  
Paul Tooney, Board President  
Ridge Park Charter Academy



**CONTRACT SCHEDULE 2**

**BYLAWS**



**RESTATED BYLAWS**  
**OF**  
**RIDGE PARK CHARTER ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Ridge Park Charter Academy (the “Academy” or “Corporation”).

**ARTICLE II**

**FORM OF CORPORATION**

The Academy is a governmental entity, 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 Grand Rapids, County of Kent, 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 resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Charter Schools Office.

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal,



resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Lake Superior State University Board of Trustees (the “University Board”).

## ARTICLE V

### MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Charter Schools Office and as required by the Open Meetings Act.

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

Section 3. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

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

Section 4. Manner of Acting. The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of Academy Board members voting in favor of an action is as follows:

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

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.



Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes By Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

## **ARTICLE VI**

### **COMMITTEES**

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

## **ARTICLE VII**

### **OFFICERS OF THE BOARD**

Section 1. Number. The officers of the 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 Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. 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 Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.

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



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

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

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

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

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

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



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

## **ARTICLE VIII**

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

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

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, 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. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Lake Superior State University or impose any liability on Lake Superior State University, the University Board, its trustees, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional 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 Academy Board may select, provided that such financial institution is



eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by 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 with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

## **ARTICLE IX**

### **INDEMNIFICATION**

Each person who is or was a 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 Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.



## **ARTICLE X**

### **FISCAL YEAR**

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

## **ARTICLE XI**

### **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 Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the University President or his designee. In the event that a proposed change is not accepted by the University President or his designee, the University Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the University Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the University Board or its designee.

## **ARTICLE XI**

### **CONTRACT DEFINITIONS**

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

## **CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 5th day of March, 2021.

  
\_\_\_\_\_  
Secretary



**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 Ridge Park Charter Academy (the "Academy"), a public school of excellence.

#### **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 and schools of excellence 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 the Ridge Park Charter Academy.

BY: Deborah M. Roberts  
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 Ridge Park Charter 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**



Achievement and Behavior Support Specialist.....	5-1
At-Risk Teacher .....	5-3
At-Risk Coordinator.....	5-6
Dean .....	5-8
Library Technology Specialist.....	5-10
Office Administrator .....	5-13
Paraprofessional.....	5-16
Principal .....	5-18
Recess Aide.....	5-20
Registrar .....	5-22
Special Education Teacher.....	5-25
Speech and Language Pathologist .....	5-28
Student Family Liaison .....	5-30
Substitute Teacher.....	5-32
Teacher.....	5-34
Management Agreement.....	5-37



## **Job Descriptions**

**Job Title:** Achievement and Behavior Support Specialist

**Department:** Intervention Services

**Reports To:** Principal

**Employed By:** National Heritage Academies

The Title I Achievement and Behavior Support Specialist (ABSS) provides direct services to identified and eligible Title I students in targeted and schoolwide settings. There are no educational requirements for this position and the employee should have experience in Behavioral Sciences and will be provided training as necessary. The position of Achievement Behavioral Support Specialist is not a paraprofessional position and therefore does not have the same job responsibilities as a paraprofessional. The Title I Achievement and Behavior Specialist facilitates the full participation of identified and eligible Title I students in the academic program through individualized behavioral planning for identified students. The Title I Achievement and Behavior Specialist assists students in the responsible thinking process, allowing students to be proactive in making choices that lead to academic success. This is not a counseling position and when appropriate the Achievement and Behavior Support Specialist will work collaboratively with a certified social worker and or counselor.

### **Performance Responsibilities**

1. Provide services for a caseload of eligible and identified Title I students whose behaviors significantly interfere with their academic growth in core content areas. In a schoolwide school setting all students are eligible for Title I services, although services are provide based on identified needs in which the most academically at-risk students are prioritized for services. In a targeted school setting, students are identified as being eligible for Title I services based on their risk of as failing or at risk of failing to meet the state standards.
2. Services will include the following responsibilities and other generally related items: (1) daily monitoring of student achievement and learner behaviors through check-in with certified staff such as a social worker and or counselor, on such matters as completion of classroom assignments and homework, specific academic struggles where extra support is needed, and behavior that is interfering with academic achievement which needs to be addressed; (2) daily contacts with student; (3) support through conferencing, in-class assistance, monitoring of data, alternative location for responsible thinking process, and provision of other strategies as specified by behavioral support plans with support from a certified staff such as a social worker and or counselor .
3. Design a variety of opportunities for parents to participate with certified staff in the planning, implementation, and evaluation of behavioral and academic interventions for their children.
4. Develop an on-going progress reporting system to inform parents/guardians of their children's behavioral and academic achievements.
5. Establish collaborative relationships with community organizations to prove a wide range of behavior and academic support services to facilitate student academic and behavioral success.
6. Participate in academic and behavioral professional development to ensure knowledge of research-based strategies.
7. Collect and report evaluation data concerning the impact of behavior interventions on the achievement of their identified caseload Title I students.
8. Complete and submit Time and Effort reports as required by any personnel fully or partially funded by federal funds.
9. Perform, as assigned, other Title I duties specific to job function.



## **Job Descriptions**

10. Assist in the implementation of the Functional Behavior Analysis Process, and the implementation of Behavior Plans (BCAPS).
11. Implement and maintain a Positive Behavior Support System that encourages and rewards positive choices that promote academic achievement.
12. Work collaboratively with teachers on the Responsible Thinking Process in an effort to create an opportunity for students to reflect on disruptive behavior and encourage future success in the classroom setting.
13. Create and maintain continued communication with parents/guardians and community partners to help minimize barriers to learning and continued academic success.
14. If employee also holds a teaching certification, they will observe classroom interactions and provide actionable feedback to teachers that will support improved interaction between students and teachers.
15. If employee also holds a teaching certification, they will model lessons and interactions for teachers to help staff identify best practices in behavior modification.
16. Lead professional development for staff related to applied behavioral analysis.

### **Qualifications**

If staff is not providing direct academic instruction to students, does not need to be HQ as a teacher. No educational requirements and the employee should have experience in Behavioral Sciences.

The individual must have a criminal background check acceptable for school employment and in accordance with law.



## Job Descriptions

**Job Title:** At-Risk Teacher

**Department:** School Support Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### SUMMARY

It is important that children who are at risk of not meeting challenging state standards receive additional instructional support from professionals specifically prepared to accelerate their growth. This position will provide instructional support and assessment for students who are below grade level. Specifically, the person in this position will create, manage, and participate in a variety of learning environments and activities in the core content areas and will work collaboratively and professionally with classroom teachers, other interventionists, and parents.

### QUALIFICATIONS

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

**Education and/or Experience:** Education degree required with experience teaching in a K-8 school-based role preferred.

**Certificates/Licenses:** Valid Teaching license/certificate with appropriate endorsements. Must meet federal No Child Left Behind requirements for Highly Qualified as defined by the State Department of Education.

**Language Skills:** Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community. Ability to speak clearly and concisely in written and oral communication.

**Mathematical Skills:** Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to create and interpret graphs. Ability to apply mathematical concepts to practical situations.

**Reasoning Ability:** Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Other Skills and Abilities:** Ability to apply knowledge of current research and theory to instructional program; ability to plan and implement support based on school objectives and the needs and abilities of students. Ability to establish and maintain effective relationships with students, peers and parents; skill in oral and written communication. Ability to perform duties with awareness of all NHA requirements and School Board policies. Ability to use technology for instructional purposes and to teach current technology skills and the use of technology tools for grade level. Ability to apply knowledge about legal issues to the work setting.



## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **Essential Duties and Responsibilities:**

- Provide instructional support services to students who are identified as eligible for intervention services through the use of assessments and eligibility criteria set by the school
- Collaborate with classroom teachers
- Serve as a conduit for communication to the at-risk students' parents by providing regular, clear and understandable progress reports on intervention services provided

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

- Believe that all children can and will learn at high levels.
- Supports and supplements classroom teaching and works collaboratively to implement a quality intervention program that is research-based and meets the needs of at-risk students.
- Reviews test scores and diagnostic assessments to help determine eligibility for intervention services.
- Monitors student progress for the purpose of providing feedback on a regular basis to students, teachers, parents, and determining intervention effectiveness so modifications can be made to student plans as appropriate.
- Provides instructional support to individual or small groups of identified at-risk students using research-based best practices for intervention instruction of core content subjects.
- Manages student behavior for the purpose of providing a safe and an optimal learning environment.
- Manages allotted learning time to maximize student achievement.
- Completes necessary paperwork (including student plans and logging services) accurately and completely as required by the law and school.
- Collects, analyzes and prepares data for the purpose of interpretation and reporting.
- Involved in parent learning nights to support parents as appropriate to provide parents with strategies to support learning at home.
- Participates in on-going professional development as assigned/selected by supervisor.
- Participates in all other aspects of class and school planning, and in the establishment of goals and objectives as it applies to school improvement planning.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

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

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.



## **Job Descriptions**

### **SUPERVISORY RESPONSIBILITIES**

None.

### **WORK ENVIRONMENT**

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



## **Job Descriptions**

**Job Title:** At-Risk Coordinator

**Department:** Support Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The purpose of the At-Risk Coordinator is to ensure the success of each student, build on each student's personal assets, and promote effective research driven programs. The position is based on organizational teamwork between the classroom teachers, paraprofessionals, specialists, and administration in order to provide a cohesive context for student intervention and support.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Other duties may be assigned as allowed by grant funding.
2. Develop, organize, and oversee supplemental programs and services provided to eligible students.
3. Ensure that supplemental programs and services are determined by data driven needs assessments.
4. Coordinate the necessary documentation of programs and services provided to eligible students in accordance with State and Federal regulations.

### **SUPERVISORY RESPONSIBILITIES**

None

### **MINIMUM QUALIFICATIONS**

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

#### **EDUCATION and/or EXPERIENCE**

The At-Risk Coordinator will be of good personal character and will have excellent organizational, leadership, and data analysis skills. In addition, the At-Risk Coordinator should have achieved a Bachelor's Degree as well as prior education-related experience (teacher, academic specialist, etc.).

#### **LANGUAGE SKILLS**

Must be able to communicate with fellow employees in a clear, concise, and timely manner in both written and verbal mediums.

#### **MATHEMATICAL SKILLS**

Must be able to analyze data and formulate conclusions based on analysis. Must be able to communicate conclusions to fellow employees and various levels of management.

#### **REASONING ABILITY**

Must be able to make decisions and implement programs and services based on data analysis.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Certification is not required.



## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **WORK ENVIRONMENT**

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

The noise level in the work environment is usually moderate.



## **Job Descriptions**

**Job Title:** Dean

**Department:** School Administration

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **Summary:**

At NHA, the Dean is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. The Dean’s goal is to ensure high quality learning for every student in every classroom every day by growing teacher skill, capacity, and effectiveness and creating effective collaboration between teachers. Properly executed, the leadership of the Dean improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The Dean role is pivotal in realizing these school and organizational goals.

### **Essential Duties and Responsibilities:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily:

- Develop, support, and maintain a safe, engaging culture focused on student learning
- Master and model all aspects of the Classroom Framework of Instructional Practice
- Build relationships with and among teachers and invest in the professional success of all staff members
- Coach teachers towards instructional mastery and provide ongoing, differentiated support based on teacher skill, experience, and needs, using the Classroom Framework as the blueprint
- Manage and hold teachers accountable to college readiness through teacher development (e.g., observations, full lesson observations, goal setting, O3s, coaching)
- Routinely analyze student, class, and wing data to drive instruction, student growth, and professional development to ensure that all student needs are met
- Promote, model, and reinforce all NHA and school procedures (e.g., School-wide Behavioral System, Behave with Care, Moral Focus)
- Manage parent relationships
- Participate in recruitment and on-boarding efforts for direct reports
- Administer annual evaluations
- Lead wing PLC meetings using data and state standards
- Additional duties as assigned

### **Qualifications:**

- **FOR EXTERNAL POSTINGS:** Bachelor’s degree and a minimum of 3-5 years’ experience in teaching as well as 1-year previous leadership experience as an Instructional Coach, Assistant Principal, etc.
- **FOR INTERNAL POSTINGS:** Bachelor’s degree and a minimum of 3-5 years’ experience in teaching as well as previous school leadership experience as an interim dean, content leaders, new teacher mentor, grade level lead, etc.)
- A valid administrator license (if required for the state in which you are applying)
- Experience working with at-risk students – strongly preferred
- Strong written and verbal skills
- Self-motivated, with the ability to see complex projects through from start to finish
- Highly developed interpersonal skills



## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **Education/License/Experience Requirements:**

- School Administrator Licensure in states where this is required
- College diploma (BA or equivalent) or higher in Education or related field

### **Supervisory Responsibilities:**

- Directly supervise a group of teachers and support staff
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws
- Interviewing, hiring and training employees
- Planning, assigning and directing work
- Appraising performance, rewarding and disciplining employees
- Addressing complaints and resolving problems

### **Physical Demands:**

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds (i.e. boxes of supplies). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. The employee is required to hear from a distance and to identify voices and understand communication with background noise. This position requires the individual to meet multiple demands from several people and interact with the public and other staff. Occasional travel required.

### **Work Environment:**

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

While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate. The hours of work vary due to simultaneous demands, customer expectations and changing priorities.



## **Job Descriptions**

**Job Title:** Library Technology Specialist  
**Department:** School Staff  
**Reports To:** Principal  
**Employed By:** National Heritage Academies

### **SUMMARY**

The Library Technology Specialist's role is to provide the leadership and expertise necessary to ensure that the library and educational technology programs are an integral part of the instructional program of the school. The Library Technology Specialist will assume the responsibility of leader, trainer, manager, teacher, and information specialist. This role is supported by the Library and Educational Technology Department within the Instructional Support Services Department at National Heritage Academies.

### **QUALIFICATIONS**

The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION and/or EXPERIENCE**

##### **Preferred Qualifications**

Bachelor's Degree along with appropriate certification/licensure for teaching in a library/media center setting. Master's level certificate or endorsement in educational technology or library science.

##### **Minimum Qualifications**

Bachelor's Degree. Valid state teaching certificate required. Knowledge and experience in education technologies and training. Desire to further studies in education technology (library science) program.

**LANGUAGE SKILLS** - Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.

**MATHEMATICAL SKILLS** - Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Teaching Certificate/License/Permit with appropriate endorsements valid in the state the specialist will be teaching.

Valid state teaching certificate required.



## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **ESSENTIAL JOB FUNCTIONS**

- Works with administrators and school personnel to develop long range goals and objectives for the school library and technology programs by participating in school leadership and strategic planning at the building level.
- Works with administration and school personnel to develop individualized professional development paths to accomplish school goals and objectives.
- Works with administration as well as Library and Ed Tech Services department at corporate level to write and update state technology plans.
- Maintains communication with administration, teachers, and students to evaluate library and technology programs, facilities, materials, equipment and personnel.
- Communicates the philosophy and goals of the school library and technology programs to the students, teachers, administration and community.
- Trains and supervises the personnel and services essential to a library technology program centered on student and staff needs and the instructional goals of the school.
- Ensures that all staff will be proficient in the use of *Atschool*, educational software applications and the technology curriculum by providing staff development opportunities for school personnel.
- Serves as the primary contact for the IT Department in the school.
- Follows the NHA Library Curriculum by planning, teaching, evaluating and reinforcing instruction designed to make students and staff effective users of information while ensuring the integration of information skills throughout the school's instructional program.
- Makes resources available to students and teachers through a systematically developed and organized collection of library media materials and technology.
- Arranges for flexible scheduling of library and technology facilities to meet the needs of the school.
- Assists teachers in promoting reading and guides students in the individual choice of books for recreational and research reading to promote life-long learning by fostering positive attitudes.
- Develops and continually updates the professional expertise necessary to function effectively in the Library Technology Specialist role.
- Networks with other professionals within National Heritage Academies as well as other members of the profession outside of National Heritage Academies.

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS**

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

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.



## **Job Descriptions**

### **SUPERVISORY RESPONSIBILITIES**

The Library Technology Specialist is responsible for the indirect supervision of the library technology aide and volunteer staff in the library and technology center(s).

### **WORK ENVIRONMENT**

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



## **Job Descriptions**

**Job Title:** Office Administrator

**Department:** Office Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Office Administrator is accountable for customer service and efficient front office operation including management of attendance, health and safety compliance and support of the Executive Principal/Principal.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** of the Office Administrator are to act as the school receptionist, order supplies and accurately process facilities work orders. Other accountabilities include maintenance of required attendance records in *AtSchool*, supporting the Executive Principal/Principal as required and health and safety compliance. Other responsibilities may be assigned. These duties are not inclusive but represent the essential duties of the Office Administrator. To perform this job successfully, an individual must have a working knowledge of how to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Below are the areas of responsibility:

#### **1. Administration:**

- a. Maintains and updates bookkeeping at the school and is accountable for the accounting process including purchase orders, check requests, employee expense reports, tuition assistance, budget worksheets, and weekly bank deposits.
- b. Oversees the receptionist responsibilities of the school and supports an office environment that is professional and customer service oriented and supportive to visitors, parents and students. Answers phones, directs questions and inquiries, distributes mail, and provides any and all enrollment information necessary to parents interested in the school. Ensures that sign-in and security procedures are strictly followed by all visitors.
- c. Accurately uses facilities work order system.

#### **2. Reporting/Compliance:**

Maintains the following documents related to health and safety compliance:

- a. Pest Management Plan and Annual Notification Letters
- b. AHERA Plan and Annual notification/inspection documentations
- c. Health and Safety Manual and annual training sign-in sheet
- d. BowMac Crisis Management Plan with current information
- e. Material Safety Data Sheets in binder for all products in the school
- f. Monthly playground inspections

#### **3. Student Services:**

- a. Distributes medication/attends to incidental needs of students.

#### **4. Staff Support:**

- a. Orders and maintains supplies as needed for office and school staff. Completes purchase requisitions for supplies, books and materials.
- b. Completes correspondence, memoranda and reports for the school Executive Principal/Principal as well as maintain calendar and appointments for school leadership.



## **Job Descriptions**

### **SUPERVISORY RESPONSIBILITIES**

None

### **QUALIFICATIONS**

The individual must be proficient on PC and basic MS Office programs. This Team Member must be able to multi-task, have the ability to organize and be detailed-oriented. This Team Member must also create and maintain a customer-focused atmosphere within the administrative functions. The requirements listed below are representative of the knowledge, skill and/or ability required. Criminal background check required.

#### **EDUCATION and/or EXPERIENCE**

High school diploma and 2-4 years of experience in Office or School-related Administrative position required; associate's degree preferred. Experience with Microsoft Office products.

#### **LANGUAGE SKILLS**

Ability to respond to common inquiries or complaints from parents. Ability to communicate and work effectively with students, parents, Executive Principal/Principal and teachers. Ability to write using proper grammar, spelling and sentence structure.

#### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

#### **REASONING ABILITY**

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

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

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



## **Job Descriptions**

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate.



## **Job Descriptions**

**Job Title:** Paraprofessional

**Department:** Instructional Support

**Reports To:** Classroom Teacher

**Employed By:** National Heritage Academies

### **SUMMARY**

Under the supervision of a classroom Teacher, Paraprofessionals provide instructional assistance to students in need of academic intervention services. The services provided should lead to a significant growth in the fall to spring STAR Literacy or NWEA tests.

*Note: Positions funded by entitlement grants must work within published federal and state guidelines to ensure compliance. Contact the school's Grants Administrator to determine entitlement grant status and acceptable job duties and responsibilities.*

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned. To perform this job successfully an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Prepares daily lesson plans for students under the direction of immediate supervisor and/or classroom Teacher.
2. Provides individual and small group instruction.
3. Provides instructional assistance for students during workshop as directed by the classroom Teacher and designated instructional leader.
4. Participates in weekly planning sessions with classroom Teachers and immediate supervisor.
5. Completes daily logs.
6. Attends articulation meetings with classroom Teachers.
7. Attends professional development activities as required.
8. Is available for afternoon and evening parent-teacher conferences.
9. Exemplary attendance and tardiness record.
10. Other duties may be assigned from time to time.

### **SUPERVISORY RESPONSIBILITIES**

None.

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Criminal background check required.

#### **EDUCATION and/or EXPERIENCE**

Paraprofessionals will have knowledge of and the ability to assist in teaching reading, writing and mathematics; or reading, writing and mathematics readiness. A paraprofessional will have the ability to model the characteristics of behavior as outlined in NHA's Moral Focus Curriculum. In addition, the Paraprofessional should meet one or more of the following requirements:

1. Two years of college (60 semester credit hours); or
2. Associate's degree or higher; or
3. Successful completion of a state paraprofessional exam.



## **Job Descriptions**

### **LANGUAGE SKILLS**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community. Ability to speak clearly and concisely in written and oral communication.

### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

### **REASONING ABILITY**

Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

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

While performing the duties of this job the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

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



## Job Descriptions

**Job Title:** Principal

**Department:** School Administration

**Reports To:** Director of School Quality

**Employed By:** National Heritage Academies

### Summary:

At NHA, *the Principal* is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. Properly executed, the leadership of the Principal improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The Principal role is pivotal in realizing these school and organizational goals.

### Essential Duties and Responsibilities:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily:

- Establish a foundation of an authentic relational community of staff, students and parents, collaboratively adopting a cultural identity based on a clear mission and vision of high achievement and college readiness for students
- Ensure implementation of rigorous curricula and assessments tied to both state and college readiness standards
- Ensure implementation of high-quality, effective instructional planning, classroom instructional strategies and administration of assessments of student learning to drive increases in student achievement
- Monitor multiple forms of student level data to assess and improve the quality and impact of school-wide intervention program
- Recruit, hire, assign and retain effective staff
- Increase teacher effectiveness through professional learning structures
- Oversee completion of rigorous evaluations of instructional staff for continuous improvement and accountability to results
- Train, develop and support a high-performing leadership team
- Identify school-wide priorities, set ambitious student learning goals and implement an aligned school improvement plan
- Organize school time to support all student learning and staff development priorities
- Allocate resources to align with the strategic plan
- Demonstrate self-awareness, reflection, ongoing learning and resiliency in the service of school-wide continuous improvement
- Constructively manage change with the ultimate goal of improving student achievement
- Additional duties as assigned

### Qualifications:

- Four-ten years of school leadership experience in working with diverse populations
- Demonstrate achievements in student proficiency and growth that can be linked to his/her leadership and intervention
- Strong written and verbal skills
- Self-motivated, with the ability to see complex projects through from start to finish
- Highly developed interpersonal skills



## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **Education/License/Experience Requirements:**

- School Administrator Licensure in states where this is required
- College diploma (BA or equivalent) or higher in Education or related field

### **Supervisory Responsibilities:**

- Directly supervise a group of employees, not to exceed 15 employees. This group includes Deans, Front Office Staff and may in some circumstances include support staff.
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws
- Interviewing, hiring and training employees
- Planning, assigning and directing work
- Appraising performance, rewarding and disciplining employees
- Addressing complaints and resolving problems

### **Physical Demands:**

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds (i.e. boxes of supplies). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. The employee is required to hear from a distance and to identify voices and understand communication with background noise. This position requires the individual to meet multiple demands from several people and interact with the public and other staff. Occasional travel required.

### **Work Environment:**

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

While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate. The hours of work vary due to simultaneous demands, customer expectations and changing priorities.



## **Job Descriptions**

**Job Title:** Recess Aide

**Department:** Administration

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Recess Aide provides supervision to students, K through 8th grade, in the lunchroom and on the playground during the noon hour and appointed recess hours; monitors and advises students as to safe practices in both situations; assists children in organizing games and other activities; monitors student behavior; provides encouragement and discipline as appropriate; supports the conduct policies of the school; reports to the school principal or designate as assigned.

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Qualified applicants will have prior experience supervising children ages 5 to 14 and organizing recreation activities for children.

#### **LANGUAGE SKILLS**

Ability to communicate and work effectively with staff and students.

#### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following:

To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

Will be able to demonstrate the following knowledge, skills and abilities:

- Understanding of child development, both socially and physically;
- Ability to work and communicate effectively and affectively with 5-14-year-old children;
- Willingness and ability to work outdoors during all seasons;
- Ability to maintain a respectful posture at all times;
- Willingness to work with administrators and staff to ensure a safe and positive recess period;
- Ability to maintain confidentiality of information as appropriate; ability to work as a team member, as well as function individually in making decisions about safety and discipline; willingness to receive appropriate training, including basic first aid, and a willingness to be supportive of the policies and goals of the school.



## **Job Descriptions**

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

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

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is often required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

None - does not supervise employees.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate but can be loud at times.



## **Job Descriptions**

**Job Title:** Registrar

**Department:** Administrative Support Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Registrar is accountable for the organization and daily functioning of student enrollment management, student data information system, and compliance with People Services requirements. Because of the ongoing duties associated with the Enrollment process and the web-based Student Information System, full-time work hours must be carried throughout the entire year.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** of the Registrar are divided into four Areas of Responsibility (AOR). These four AOR's are Enrollment Management, Maintenance of Class Schedules, People Services Compliance and General Compliance. Other responsibilities may be assigned. These duties are not inclusive but represent the AORs that the Registrar is accountable for.

As the position of Registrar is critical for the efficient and effective operation of these administrative duties, it is essential that this individual participate in and drive continuous improvement in both personal development and processes, including attendance at training provided at the Service Center, regionally and online.

The Registrar will support an office environment that is professional, customer service oriented and supportive to visitors, parents, and students. Answer phones, direct questions and inquiries and provide any and all enrollment information to parents interested in the school.

#### **A. Enrollment Management:**

- Maintain, in accordance with state law, student permanent record files, withdrawals, student records requests and re-enrollment information.
- Ensure that the New Student Enrollment process is run in a timely, complete, and accurate manner including:
  - i. Application entry
  - ii. Follow-up/correspondence/communication
  - iii. Lottery preparation and execution
  - iv. Documentation
  - v. Cumulative file updates/maintenance/security
- Maintain required records in Student Information System to ensure compliance with state, federal, authorizer, and National Heritage Academies' standards including:
  - i. Attendance records for all students
  - ii. Current Parent/Household information
  - iii. Current Emergency Contact information
- Collection and management of required forms.
- Management of all First Day / Count Day processes and requirements.

#### **B. Maintenance of Class Schedules in the Student Information System:**

- Enter and update master schedule
- Set up classes
- Process student class changes in a timely manner



## **Job Descriptions**

### **C. People Services Compliance:**

- Forward pertinent personnel documents to People Services at National Heritage Academies Service Center, and maintain free-flowing communication with People Services
- Maintain a current and active list of substitute teachers, manage scheduling and the substitute management system, and reconcile the substitute hours.
- Collect volunteer forms for all volunteers and maintain an accurate list for field trips, classroom volunteers and overnight events.

### **D. General**

- Collect HLQ and SRQ forms, alerting school liaisons of any qualifying students.
- Ensure all parents fill out a Free & Reduced lunch form each year.
- MCIR and other state immunization reporting.
- Verbal and written communication skills are critical for this role. Manage the proof reading of communication that goes out from the school, create memos, email blasts and newsletters as part of the main office communication. Front line when families come in for tours or information and must be articulate in verbal skills both in person and on the phone.
- Occasional travel required.

### **SUPERVISORY RESPONSIBILITIES**

Occasionally, the Registrar may supervise parent volunteers who are working in the school office under the direction of the Principal.

### **QUALIFICATIONS**

To perform this job successfully, an individual must have a working knowledge of how to perform each essential duty satisfactorily. Additionally, the individual must be proficient on PC and basic MS Office programs. This individual must be able to multi-task, have the ability to organize, be detailed-oriented. This individual must also create and maintain a customer-focused atmosphere within the administrative functions. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **EDUCATION and/or EXPERIENCE**

Possess an Associate's degree and/or 2-4 years' experience in Office Lead or School Administrative position. Proficient with Microsoft Office products.

### **LANGUAGE SKILLS**

Ability to respond to common inquiries or complaints from parents. Ability to communicate and work effectively with Students, Parents, Principal and Teachers.

### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.



## **Job Descriptions**

### **REASONING ABILITY**

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

### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

### **PHYSICAL DEMANDS**

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **WORK ENVIRONMENT**

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

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate.



## **Job Descriptions**

**Job Title:** Special Education Teacher

**Department:** Special Education

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Special Education Teacher is responsible to work with students in the K – 8 program that experience emotional, learning, and physical disabilities and are eligible for special education programs and services as determined by an IEP committee. These students should hold a current IEP and require support from the Special Education classroom due to the significant impact that their disability has on their educational progress. While working with these special education students, the Special Education Teacher may also work with At-Risk students within the general education population and in the general education classroom in conjunction with the support they are providing to students with special needs.

### **QUALIFICATIONS**

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

#### **EDUCATION and/or EXPERIENCE**

BA with certification in at least one disability area.

#### **LANGUAGE SKILLS**

High level of verbal communication and interpersonal skills such as discretion, integrity, and flexibility to interact effectively with students, administrators, peers, constituent districts, parents, and the general public.

#### **MATHEMETICAL SKILLS**

Ability to interpret test scores as they relate to your area of expertise

#### **REASONING ABILITY**

A clear understanding of confidentiality issues related to the Special Education program and the ability to prioritize tasks appropriately and interpret a variety of instructions furnished in written, oral, diagram, and schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

The teacher must have a current teaching certificate from the state in which you teach with certification in at least one disability area.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

1. Implement the program outlined in the student's IEP in the least restrictive environment.



## **Job Descriptions**

2. Implement professionally accepted curriculum, instructional methods, and standardized evaluations.
3. Prepare for student's annual IEP in a timely manner (completing of forms, invitations to attendees, scheduling meetings).
4. Prepare for three-year re-evaluations in a timely manner (testing, completing of forms, invitations to attendees, scheduling of meeting times).
5. Maintain complete and ongoing records for all students.
6. Maintain log of parent and community contacts.
7. Maintain a comfortable learning environment for students whether in a pullout situation or mainstream setting.
8. Adapt materials from the K – 8 curriculum to meet needs of students served.
9. Utilize instructional materials that meet special learning needs of students.
10. Demonstrate creativity in reaching, challenging, and engaging student's in learning.
11. Utilize technology to promote learning.
12. Demonstrate professionalism in dealing with confidential issues.
13. Promote school Purpose and Vision to the school community.
14. Utilize strategies and techniques to modify unacceptable behavior.
15. Demonstrate ability to write, in conjunction with School Social Worker as appropriate, Behavior Plans.
16. Evaluate all student records for current IEP needs as those records arrive in your building.
17. Be a cooperative and contributing member of National Heritage Academies Special Education team.
18. Demonstrate knowledge of school policies and procedures.
19. Demonstrate a willingness to keep updated on issues and research by pursuing professional development.
20. Demonstrate knowledge of disability areas experienced by students with special needs that are attending your building
21. Hold parent/teacher meetings or attend scheduled meeting with general educators.
22. Perform other job-related duties as assigned by your building Principal.

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

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

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

Special Education teacher will supervise paraprofessionals and special education assistants if employed within the building.



## **Job Descriptions**

### **WORK ENVIRONMENT**

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



## **Job Descriptions**

**Job Title:** Speech and Language Pathologist

**Department:** Special Education

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Speech and Language Pathologist is responsible to work with students in the K–8 program who experience speech and language delays and impairments and have been diagnosed as needing special education support. These students should hold a current IEP. While working with these speech and language students, the Speech/Language Pathologist may also work with At-Risk students within the general education population. Works in collaboration with the Special Education Teacher in the formation of daily schedules, testing schedules, and annual meetings. Supplies the Special Education Teacher with current Speech and Language student lists so he/she can maintain a master Special Education list.

### **QUALIFICATIONS**

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

#### **EDUCATION and/or EXPERIENCE**

Master's Degree in Speech and Language Pathology.

Certificate of Clinical Competence in Speech and Language Pathology.

#### **LANGUAGE SKILLS**

High level of verbal communication and interpersonal skills such as discretion, integrity, and flexibility to interact effectively with students, administrators, peers, constituent districts, parents, and the general public.

#### **MATHEMETICAL SKILLS**

Ability to interpret test scores as they relate to your area of expertise.

#### **REASONING ABILITY**

A clear understanding of confidentiality issues related to the Special Education program and the ability to prioritize tasks appropriately and interpret a variety of instructions furnished in written, oral, diagram, and schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Certificate of Clinical Competence

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

- Provide training and consultation for general education staff in speech and language areas.
- Provide pre-referral strategies and interventions to general educators.



## **Job Descriptions**

- Carry out the screening and evaluating you or the classroom teacher deem necessary for At-Risk students.
- Deliver maximum levels of instruction in the minimal amount of time.
- Plan and implement IEP meetings in a timely manner.
- Maintain complete and ongoing records for all students.
- Maintain log of parent and community contacts.
- Maintain a comfortable learning environment for students whether in pull-out situation or inclusion setting.
- Adapt materials pertaining to the Speech and Language areas within the K–8 curriculum to meet needs of students served.
- Utilize instructional materials which meet special learning needs of students.
- Demonstrate creativity in reaching, challenging, and exciting student's learning.
- Utilize technology to promote learning.
- Demonstrate professionalism in dealing with confidentiality issues.
- Promote corporation and school mission to community.
- Utilize strategies and techniques to modify unacceptable behavior.
- Evaluate student records for current IEP needs as those records come to you from the building coordinator.
- Serve as a cooperative and contributing member of National Heritage Academies Special Education team.
- Demonstrate knowledge of school policies and procedures.
- Demonstrate willingness to keep updated on issues and research by pursuing professional development.
- Demonstrate general knowledge of disability areas in Special Education; specific knowledge in the area of learning disabilities and emotional impairments.
- Hold parent/teacher meetings or attend scheduled meeting with general educators.
- Perform other job-related duties as assigned by Director of Special Education and your building Principal.

### **ESSENTIAL PHYSICAL FUNCTIONS**

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

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

None required

### **WORK ENVIRONMENT**

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



## **Job Descriptions**

**Job Title:** Student Family Liaison

**Department:** Support Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Student Family Liaison actively promotes student, parent, and community involvement within the school and the maintenance of a safe and orderly environment to ensure that each student has the greatest opportunity to achieve.

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position.

#### **EDUCATION and/or EXPERIENCE**

The Student Family Liaison must have an associate degree with a Bachelor's Degree preferred with 1-2 years' experience in the child behavior and/or social work field and the ability to communicate and work effectively with faculty, parents, and students.

#### **LANGUAGE SKILLS**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.

#### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

- Implement and support a system of school, family and community partnerships that impact children's learning



## **Job Descriptions**

- Collaborate with administration and teaching staff to implement and reinforce school-wide classroom management techniques
- Coordinate with building administration for effective and safe movement of students into, through, and out of the building during the school day and provide a positive role model to all students through promotion of the school's Code of Conduct
- Complete and submit a weekly schedule of intended activities to the principal and complete and compile the actual activities and Challenges and Changes form

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

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

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

None.

### **WORK ENVIRONMENT**

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

The noise level in the work environment is usually moderate.



## **Job Descriptions**

**Job Title:** Substitute Teacher

**Department:** Administration

**Reports To:** Dean

**Employed By:** National Heritage Academies

### **SUMMARY**

Responsible for carrying out the lesson plans of the teacher for whom he/she is substituting.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned. To perform this job successfully an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Follows the lesson plan provided by the teacher for whom he/she is substituting in accordance with the Academy's philosophy, goals and objectives.
2. Maintains appropriate records such as attendance and grades, as directed by the teacher or by school administration.
3. Establishes and maintains order in the classroom.
4. Maintains a classroom environment conducive to effective learning.
5. Takes all necessary and reasonable precautions to protect the safety and security of students, materials, equipment and facilities.
6. Assists in upholding and enforcing school rules and administrative regulations.

### **SUPERVISORY RESPONSIBILITIES**

None.

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Criminal background check required.

#### **EDUCATION and/or EXPERIENCE**

Educational credentials as required by the state in which the Academy is located; bachelor's degree preferred.

#### **LANGUAGE SKILLS**

Ability to communicate and work effectively with staff and students.

#### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts and draw valid conclusions.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught (preferred) or a valid Substitute Permit. Must have evidence of meeting highly qualified requirements, as defined by the Every Student Succeeds Act. If not licensed/certified, must meet the requirements to be eligible for a temporary/substitute credential according to state requirements.



## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

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

While performing the duties of this job the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

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



## **Job Descriptions**

**Job Title:** Teacher

**Department:** Teaching Staff

**Reports To:** Dean

**Employed By:** National Heritage Academies

### **SUMMARY**

The Teacher at the Academy creates, manages and participates in a variety of learning environments and activities that provide opportunities for students to develop to their fullest potential and achieve their learning objectives. The Teacher participates collaboratively and professionally with parents and other staff to promote the general well-being of the company and the school. He/she supports and seeks always to fulfill the guiding concepts for the school embodied in the Mission, Moral Focus and Vision adopted by NHA.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned. To perform this job successfully an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Plans, develops and presents organized learning opportunities for students in accordance with approved curriculum and State standards at the assigned grade level.
2. Contributes, as appropriate, to program improvement and development.
3. Performs ongoing, frequent and specific assessments to gauge student learning.
4. Models the characteristics of behavior as outlined in NHA's Moral Focus Curriculum.
5. Instructs effectively with technology and teaches tools of technology within coursework.
6. Modifies instruction to accommodate the unique learning styles of students.
7. Ensures effective two-way communication at all levels of responsibility; provides out-of-class communication opportunities with parents and students.
8. Participates in grade level, school and company meetings as appropriate.
9. Represents the school to external constituencies as appropriate.
10. Seeks always to promote a spirit of collegiality in dealings with staff.
11. Actively involves parents in their child's education, including the provision of frequent indicators of progress and upcoming lesson objectives and standards.
12. Confers with students, parents and school staff/administrator to resolve student concerns.
13. Selects, stores, issues, cares for and inventories equipment, materials and supplies used in the classroom.
14. Fosters cooperative social behavior to assist children in forming satisfying relationships with other children and adults.
15. Maintains a welcoming, orderly, safe and attractive physical environment in the classroom.
16. Establishes and maintains high standards of student behavior.
17. Prepares lesson plans for substitutes.
18. Participates in on-going professional development.
19. Is familiar with assessment and placement procedures and aware of available resources.
20. Participates in school processes designed to recruit and retain students.
21. Participates in all aspects of class and school planning and in the establishment of goals and objectives.
22. Is reliable and punctual in reporting for scheduled work in order to provide continuity and stability in the classroom.

### **SUPERVISORY RESPONSIBILITIES**

Supervises students, volunteers, student teachers and Paraprofessionals.



## **Job Descriptions**

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Criminal background check required.

Other skills and abilities include the ability to apply knowledge of current research and theory to instructional program. Ability to plan and implement lessons based on school objectives and the needs and abilities of students. Ability to establish and maintain effective relationships with students, peers and parents; skilled in oral and written communication. Ability to perform duties with awareness of all NHA requirements and Academy Board policies. Ability to use technology for instructional purposes and to teach current technology skills and the use of technology tools for grade level. Ability to apply knowledge about legal issues to the work setting.

### **EDUCATION and/or EXPERIENCE**

Bachelor's degree is required, along with appropriate licensure/certification listed below. Teaching experience, preferably at the elementary school level, is desired.

### **LANGUAGE SKILLS**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.

### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

### **REASONING ABILITY**

Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught. Except as otherwise provided by law, the Academy shall use certificates teachers according to state board rule. Must have evidence of meeting highly qualified requirements, as defined by the Every Student Succeeds Act.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

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



## **Job Descriptions**

While performing the duties of this job the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

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



MANAGEMENT  
AGREEMENT TO BE  
UPLOADED ONCE  
FINALIZED



**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**



Physical Plant Description .....	6-1
Floor Plan.....	6-2
Site Plan .....	6-3
Lease Agreement .....	6-4
Certificate of Occupancy .....	6-5



## SCHEDULE 6

### PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of Ridge Park Scholars Charter Academy ("Academy") is as follows:

Address: 4120 Camelot Ridge Drive SE, Grand Rapids MI 49546

Description: The legal description for the site upon which the building is constructed is as follows: The building is a one story post-frame constructed building with siding and block facade, consisting of approximately 49,000 square feet. The building includes 28 classrooms, 6 resource rooms, a media center, gymnasium, music room, art room, offices and conference room. The facility has a fenced recreational area, which includes a play structure, paved play area and sports grass area.

Term of Use: Term of Contract.

Configuration of Grade Levels: K-8

Name of School District and Intermediate School District: Grand Rapids School District, Kent

ISD

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

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

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

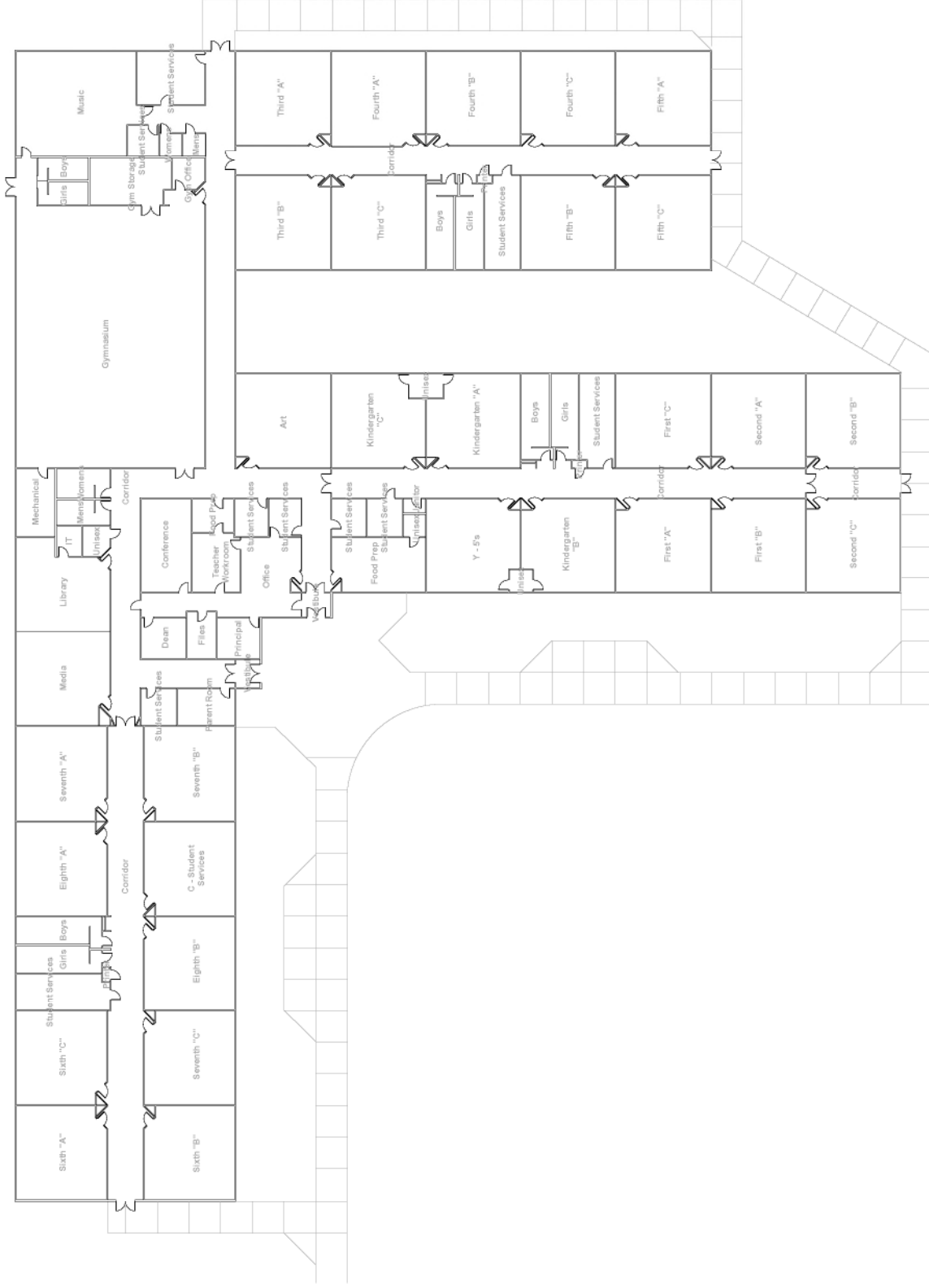
5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed



that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

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





1 01 - First Floor BLDG  
1/32" = 1'-0"







LEASE AGREEMENT TO BE  
UPLOADED ONCE  
FINALIZED



# **CERTIFICATE OF USE AND OCCUPANCY**

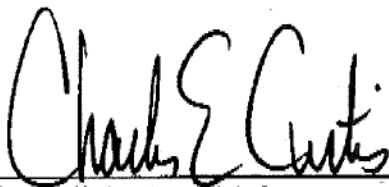
## **PERMANENT**

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

**Building Permit No. B033480  
Ridge Park Academy  
4120 Camelot Ridge Drive SE  
Grand Rapids, Michigan  
Kent County**

**The above named building of Use Group E 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 111.0 OF THE STATE BUILDING CODE, THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.**



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

**October 4, 2012**



# **CERTIFICATE OF USE AND OCCUPANCY**

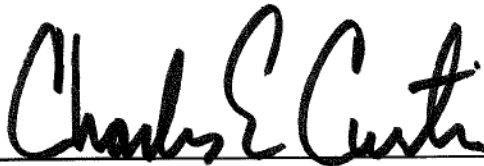
## **PERMANENT**

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

**Building Permit No. B025193  
Ridge Park Charter Academy  
4120 Camelot Ridge Drive  
Grand Rapids, Michigan  
Kent County**

**The above named building of Use Group E 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**

**August 15, 2007**



**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**

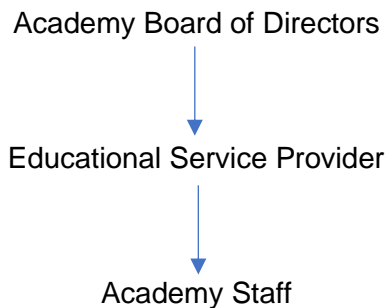


## Governance Structure

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 Ridge Park Charter Academy Board of Directors currently consists of six (6) 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:

Name	Office	Term
Lateefah Gofoe	President	June 30, 2023
Derrick Owens	Vice President	June 30, 2022
Chris McCahill	Treasurer	June 30, 2024
Sandy Severn	Secretary	June 30, 2023
Latesa Thomas	Director	June 30, 2022
Sara Webb	Director	August 31, 2021



**SECTION B**

**EDUCATIONAL GOALS**



## Educational Goals

Ridge Park Scholar Academy's mission is to create a learning environment which enables students to realize their full potential and become contributing members of our community.

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	The median subject scores as measured by performance on the PSAT® by College Board	
Grade 11	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 2020 NWEA Norm Spring Target	MAP Reading CMU CCR Spring Target	MAP Math 2020 NWEA Norm Spring Target	MAP Math CMU CCR 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 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 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- NA**

<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**



## Instructional Program and Educational Philosophy

We know that our curriculum must prepare students for a rigorous high school curriculum to provide them with the best opportunity for college success. We implement the curriculum provided by our education management partner, National Heritage Academies (NHA), to implement a curriculum built around the Michigan Academic Standards ("MAS"), which aligns with the mission, and prepares students for success in high school, college and beyond.

The curriculum is aligned with the MAS for English language arts ("ELA"), mathematics, science, social studies, art, music, and the Physical Education Content Standards and Benchmarks. This approach ensures students are learning the appropriate content for each grade level. Character development is an explicit and integrated component of the curriculum.<sup>1</sup> Individual responsibility, integrity, personal character, and effort are important contributors to success in school and life. In addition, we strive to instill character traits such as perseverance because these traits are highly correlated with college success. With high-quality instruction, solid curricular tools to support instruction, and rigorous assessment, the curriculum promotes academic success for students and equips them with the knowledge, understanding, and skills needed to meet or exceed MAS and content expectations.

In the pages that follow, the school's core content areas of English language arts, mathematics, science, and social studies are described in detail. Also included is a survey of co-curricular areas that help shape students as well-rounded individuals, including art, music, physical education, library and educational technology, and character development.

### English Language Arts

Literacy – which includes reading, writing, and speaking – is a critical component of college- and career-readiness. "Low literacy levels often prevent high school students from mastering other subjects," and struggling readers are often excluded from academically challenging courses. More specifically, students who are able to comprehend complex texts are more likely to be successful after high school.<sup>2</sup> Developing reading proficiency and strong literacy skills in elementary and middle grades is the cornerstone of the English language arts (ELA) curriculum, which upholds the MAS to ensure college- and career-readiness for all of our students. The ELA curriculum is designed to produce highly literate students who are proficient readers, evaluative writers, and collaborative, analytical members of the classroom and in future careers.

The MAS focus on five strands of literacy: reading, writing, speaking, listening, and language. To best prepare students for school and life in the 21<sup>st</sup> century, each of these strands emphasizes the integration, critical analysis, and production of a variety of media and technology. The reading standards focus on a gradual increase in text complexity to ensure students' readiness "for the demands of college- and career-level reading."<sup>3</sup> The writing standards emphasize argument and informational writing, "based on substantive claims, sound reasoning, and relevant evidence," as well as research – "both short, focused projects and longer, in-depth research."<sup>4</sup> By challenging students to speak and listen, the standards require

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<sup>1</sup> See Matthew Davidson and Thomas Lickona, *Smart & Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond* (Cortland, NY: Center for the 4<sup>th</sup> and 5<sup>th</sup> Rs, 2005). Respect and Responsibility / Washington D.C.: Character Education Partnership.

<sup>2</sup> ACT, Inc., *Reading Between the Lines: What the ACT Reveals About College Readiness in Reading* (Iowa City, IA, 2006).

<sup>3</sup> National Governors Association Center for Best Practices, Council of Chief State School Officers, "Key Points in English Language Arts," *Common Core State Standards* (Washington, D.C.: National Governors Association Center for Best Practices, Council of Chief State School Officers, 2010).

<sup>4</sup> *Ibid.*



that "students gain, evaluate, and present increasingly complex information, ideas, and evidence" through academic discussion, collaboration, and formal presentations. The language standards emphasize students' growth and expansion of vocabulary, appreciation of word nuances, and use of formal English in writing and speaking.

- In grades K-2, the curriculum emphasizes the foundations of reading. These include the ability to decode automatically, to read with fluency, and to comprehend increasingly complex texts across a range of types and disciplines. Student literacy is emphasized through rich, domain-specific content in a variety of authentic fiction and nonfiction texts, including a true balance of informational and literary genres.
- In grades 3-5, reading instruction is centered on complex, authentic grade-appropriate texts to prepare students for the complexity of college- and career-ready texts. Reading instruction emphasizes a balance of informational and literary texts.
- In grades 6-8, teachers of ELA, social studies, and science emphasize literary experiences through texts in their respective content areas. The middle school curriculum includes a blend of literature, particularly novels, and substantial exposure to literary non-fiction, including historical and scientific documents.

For students to access grade-level texts with increasing complexity, the curriculum also focuses on the development of strong academic vocabulary. Students are exposed to extensive academic vocabulary through reading instruction, and practice is extended through listening, discussion, and writing. Vocabulary instruction emphasizes the nuances of word meanings as they vary through a wide range of context. Discussion and collaboration are also a focus of the ELA curriculum, as students apply reading skills to develop habits for providing text-based evidence in both conversation and writing. Students' writing emphasizes analysis of complex texts by supporting ideas and arguments with textual evidence and evaluation. Students learn to produce a variety of text types, including argument, informative, narrative, and research-based pieces. Collaboration and integration of technology are important aspects of the writing process, as students plan, draft, revise, edit, and publish a wide range of writing pieces. The ELA curriculum also ensures that students demonstrate adequate mastery of the essential conventions and grammar of standard English in their writing and speaking.<sup>5</sup>

### Mathematics

If students are to be well-equipped for college and beyond, students must be prepared through their K-8 education to take Algebra II and other advanced mathematics courses in high school.

"A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment."<sup>6</sup> The development of a deep understanding of mathematical concepts makes such success possible. The school's mathematics curriculum is based on the MAS for mathematics. Through mastery of these standards, students will develop a deep understanding of mathematical concepts. Students are also provided the opportunity to accelerate their learning in 7<sup>th</sup> grade and complete Algebra I by the time they graduate 8<sup>th</sup> grade, thus placing students on a college- and career-readiness trajectory. Research shows that students who successfully complete Algebra I prior to entering high school are much more likely

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<sup>5</sup> Coleman, David and Susan Pimentel, "Revised Publishers' Criteria for the Common Core State Standards in English Language Arts and Literacy," *Common Core State Standards* (Washington, D.C.: National Governors Association Center for Best Practices, Council of Chief State School Officers, 2012).

<sup>6</sup> National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).



to complete other more advanced mathematics in high school and are "more than twice as likely to graduate from college" than students who don't complete Algebra I by 8<sup>th</sup> grade.<sup>7</sup>

The National Council for Teachers of Mathematics has recognized the importance of the study of algebra in developing mathematical fluency and has also noted the importance of the study of other mathematics components such as number sense and operations, measurement, geometry, data analysis and probability, and problem solving. Number sense is developed through a variety of concrete models, allowing students to use the area of the brain used for the comprehension of mathematical knowledge. Students are prepared to be fluent in computation using formal algorithms and also learn essential measurement and data analysis skills. Students learn to make connections and apply mathematical knowledge through problem solving and inquiry.

- In grades K-2, number sense and computational fluency are the main focus of students' learning. Students develop the skills necessary to progress into higher-level mathematics; through open-ended problem solving, they increase their critical thinking skills and ability to see connections across mathematics as well as other subjects.
- In grades 3-5, learning shifts from computation to fractional awareness. The ability to compose and decompose numbers that was developed in the early grades leads to a deeper understanding of fractions, percents, and decimals and computation. Algebraic skills are developed as students begin working with patterns and equations with missing numbers.
- In grades 6-8, the focus shifts to the study of algebra and functions. Number sense remains a critical focus area through the study of integers, rational and irrational numbers, exponents, and absolute values. Conceptual ideas are integrated through lab activities that provide exploratory opportunities for students to explicitly connect abstract ideas to concrete examples.

The mathematics curriculum also teaches effective mathematical communication by engaging students in thinking, reading, and writing about mathematics. This helps students understand the foundational concepts for success in more complex mathematical coursework.

### Science

As the Association for the Advancement of Science and the National Council on Science explain, developing college-ready and scientifically literate students involves teaching a mixture of content knowledge, the practices and skills of scientists, and information on the nature of science. The MAS were created around the work and philosophy of these organizations and our curriculum is aligned accordingly. The curriculum, which includes study in life science, physical science, and earth and space science, will use curricular tools, such as non-fiction readers, to give students hands-on opportunities to develop content knowledge about the results of scientific discoveries regarding the natural world. The curriculum and resources also provide students the opportunity to participate in the scientific process of inquiry and discovery through conducting investigations, using instruments, and applying mathematical skills that model the process used by scientists to learn about the universe. The curriculum also requires students to use high-level thinking skills and problem solving skills, incorporating scientific reading, writing, discussing, and presenting.

- In grades K-2, the content of the science curriculum focuses on scientific learning primarily through the study of events and phenomena in nature that can be observed

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<sup>7</sup> Ibid.



with the five senses. Investigations at this level are modeled, simple, and structured, allowing students to write journals on their discoveries, create simple pictographs of data, and draw conclusions from observations under the direction of the teacher. The incorporation of non-fiction readers on each topic provides students opportunities to develop grade-level appropriate science vocabulary.

- In grades 3-5, the curriculum builds on these foundational skills and directs students to begin exploring cause and effect connections between events (e.g., the sun rises every day and it gets warmer during the day, therefore, the sun provides heat to earth). Investigations for students in grades 3-5 are often modeled, but they are more complex and involve more detailed measurements, use a variety of tools such as balances and microscopes, and require students to control for multiple variables. Students engage in the practices of scientists as they chart data, complete lab reports, and create graphs in order to communicate results of investigations orally and in writing.
- In grades 6-8, the curriculum includes further exploration of cause and effect relationships while also connecting knowledge of concepts to real world examples and solidifying congruence between students' understanding of phenomena to that of the scientific community. Investigations are more student-directed, from the guiding question through the scientific procedures to the organizing, analyzing, and reporting of data. Within each unit of instruction in grades 6-8, students employ the skills of scientists as they make connections with respect to the content of the unit using the methods of science. The scientific method is consistently integrated into content units throughout the year, and students conduct science investigations through both closed and open lab investigations in response to the questions being raised during content studies.

### Social Studies

The social studies curriculum, which is aligned to the MAS, ensures that students are not only prepared for high school and college, but also prepared for the rest of their lives as global citizens. Developing students' understanding in the disciplines of history, geography, civics and government, economics and public discourse ensures readiness for college and responsible citizen involvement. In addition to supporting learning in these areas, the social studies curriculum also incorporates the skills required by the MAS for Literacy in History/Social Studies in sixth through eighth grades, which allow students to develop and utilize critical thinking skills by making connections, inferences and arguments around the content and learned skills. This focus on content, skills and critical thinking produces students who are knowledgeable in social studies and prepared to participate in society as informed citizens.

The curriculum emphasizes the social studies disciplines that will best prepare students to be contributing members of society. Students who master the social studies curriculum will understand how geography and economics interact in a global society. Through exposure to primary and secondary sources, students will develop knowledge of our shared national and world history and be able to make connections between the past and present and between cultures and government systems that are familiar and those that are not.

- In grades K-2, students learn about the social studies disciplines through the themes of "A Child's Place in Time and Space," "Families Now and Long Ago, Near and Far," and "People Working Together." In these early grades, children begin to form concepts about the world beyond their own classroom and communities, learn how families lived long ago and in other cultures, and learn about jobs today and long ago. Students begin to become exposed to the history and cultures of places around the world to expand their knowledge beyond what is in close proximity to them. Students are also introduced to



basic economic principals, such as currency and earning income.

- In grades 3-5, students explore the social studies disciplines through the themes of “Communities: Past and Present, Near and Far,” “Michigan in the United States,” and “Regions and People of the Western Hemisphere.” In 3<sup>rd</sup> grade, students focus on the local community, how it has changed over time, and how it compares with other places. In 4<sup>th</sup> grade, students learn about the history, geography, government, and economy of Michigan and the United States. In 5<sup>th</sup> grade, students study the geography, early history, cultural development, and economic change of the Western Hemisphere. Students are also introduced to basic economic principals, including the importance of a budget and savings plan.
- In grades 6-8, students develop their knowledge of the relationship between geography, history, economics, and culture. In 6<sup>th</sup> grade, students study the geography, early history, cultural development, and economic change of the Eastern Hemisphere. In 7<sup>th</sup> grade, students study world history from 750 B.C. to 1600 A.D. In 8<sup>th</sup> grade, students study the history of the United States from early exploration to the Reconstruction. To further prepare for success in society, middle school students analyze economic decision making, scarcity, markets, and financial literacy. Specifically, 6<sup>th</sup> and 8<sup>th</sup> grade students are introduced to the concepts of comparing the price and quality of products and services, as well as basic banking and credit services. The middle school curriculum provides students with opportunities to extend this basic knowledge to gather more complex information, describe concepts in more detail, and deepen their understanding of the relationship between geography, economics, and civics.

### Art

Study in art allows students to understand and appreciate the subject while understanding the significant role art plays in the expression of ideas throughout history. Students in lower grades learn to recognize and describe art forms from a variety of historical eras and places, while learning that art takes many forms and has many purposes. Students study and reproduce styles and techniques used by artists and discuss art by examining and critiquing the work of artists. Students in upper elementary and middle school grades focus on comparing and contrasting artwork from different time periods, cultures, artists, and mediums. Historical and contemporary art are studied as students create a variety of original works using appropriate styles and mediums to express themes, tone, mood, and images.

### Music

Students study the basics of music theory, music appreciation, and the work of great composers. Students first learn to identify basic music forms and patterns, describe elements of music using appropriate music vocabulary, and sing and play basic instruments. By listening to a variety of music, students compare and contrast music from different composers, historical periods, cultures, styles, and genres. Students continue to refine their musical knowledge and skills by singing, playing, improvising, and composing. They learn to identify and use key signature, meter signature, notation, bass and treble clef, tempo, and dynamic markings. They also learn to perform and respond to a conductor's cues and make necessary adjustments.

### Physical Education

Physical education includes a sequence of developmental experiences through which children learn by moving. Students first learn and practice basic movement skills and manipulate objects by throwing, catching, striking, pushing, pulling, and climbing. They take part in a variety of individual and group activities and games to increase their body awareness, practice new skills, and learn to move safely with respect to other people. Students also begin to learn about the physical and mental benefits of a healthy lifestyle characterized by physical activity. Students



then use movement skills in more complex ways by learning the concepts of fairness, positive attitude, teamwork, and sportsmanship. Students learn to recognize the correlation between practice and mastery of skill, and they will complete various types of drills to increase their own abilities. Students ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

### Library and Educational Technology

The Library and Educational Technology Program is designed to expose students to a wide variety of classic and contemporary literature, instill a life-long love of reading, and develop their information literacy skills. The library collections contain specific materials that support the curriculum and provide students with a variety of high-quality literature and technological resources. The program has been crafted to reflect expectations of students set forth in several authoritative sources, including:

- The *Big6* model for teaching information skills, which was created by Mike Eisenberg and Bob Berkowitz (1998)
- Information Literacy Standards developed by the American Association of School Librarians (AASL)
- The Association for Educational Communications and Technology (AECT).

Technology also plays a supporting role in the core academic curriculum. Our library staff member will work with classroom teachers to help plan lessons and provide resources. Students will use technology to research, compose, and present information related to topics they study. We have a designated area to serve as the library and computer lab, enabling students to access technology needed to support the technology program. Moreover, students have access to a computer in their classroom to promote the integrated use of technology to support learning.

### Character Development

To foster the culture we desire, our school will emphasize strong personal character and accountability. Many schools offer character development programs; however, we meld character education throughout instruction and challenge everyone in the school community to model the desired traits. In this way, students learn about virtues and different types of character as they develop a strong character. This approach to character development creates a culture within the school that is conducive to teaching and learning, and it makes parents and educators true collaborators in the learning process.

We implement the character development curriculum to:

- Promote college readiness. We believe that students need more than academic skills to succeed in high school, college, and beyond. It is our goal to provide students with the moral compass and fortitude they need to face challenges and prevail.
- Create an environment that is conducive to teaching and learning. As students learn virtues, our classrooms will become self-managed, releasing teachers from the time and burden of constant classroom management. Decreasing the amount of time that teachers need to manage classrooms will provide additional time for instruction, especially one-on-one or small group tutoring, to meet students' specific academic needs,
- Support the academic goals of the school. We believe that a strong correlation exists between character development and academic success. Thus, instructional time that is



dedicated to the character development curriculum will pay dividends academically.

During each month of the school year, the school will focus on a monthly virtue: wisdom, respect, gratitude, self-control, perseverance, courage, encouragement, compassion, and integrity. Students develop and practice these virtues until they become ingrained habits.

Students are encouraged to develop moral character, show performance character, and interact well with others through social character. We believe that character is both taught and caught; in other words, students will acquire the behaviors that they see modeled for them. We ensure that school staff continually model moral, performance, and social character in formal and informal settings. Students also participate in character development assemblies, where staff and other students will speak on the monthly virtue and how they have implemented this virtue in their own lives. Students are encouraged to share their experiences, and their progress is recognized.

We believe that this innovative piece of our instructional program will set our students up for success academically and in life.

### **Instructional Delivery Methods**

While the curriculum identifies and communicates what is essential for students to know and be able to do, classroom instruction drives student engagement with the curriculum. As such, instructional methods and strategies employed by teachers are designed to promote engagement, to include clarity of instructional intent, and to be appropriately rigorous. Instruction takes various forms, including focused lessons, guided instruction, collaborative learning, and independent work.<sup>8</sup> The best approach is contextually-driven and contingent upon students' progress toward meeting instructional goals.

Focused lessons, when employed, may include direct instruction, modeling, demonstration, development of metacognitive awareness, and/or teacher think-alouds, among other methods, and they may be conducted in whole-group or small-group settings as student need dictates. Guided instruction may be done with large groups or with small, needs-based groups during workshop time or during content-area learning blocks. Guided instruction, when provided in small-group settings, allows teachers to differentiate instruction in purposeful, meaningful ways in order to meet student needs. Collaborative learning may be used in order to provide opportunities for students to learn from peers, to discuss or debate ideas and information, or participate in collaborative, inquiry-based learning of curricular content. Finally, independent work is sometimes used to provide students with time to practice applying skills or knowledge that has been previously learned, to extend individual learning through the application of knowledge and skills to novel situations, or to promote the individual development of higher order thinking skills.

Beyond this, pedagogy includes effective, research-based instructional strategies embedded within daily lesson plans and implemented during instruction. Strategies that have high probabilities of effectiveness are utilized based on the expected student learning outcomes of the lesson and are employed by teachers in accordance with student need. Such instructional strategies include the following, which have been identified as highly effective by researchers at Mid-continent Research for Education and Learning (McREL): (1) identifying similarities and differences; (2) summarizing and note taking; (3) reinforcing effort and providing recognition; (4)

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<sup>8</sup> Douglas Fisher and Nancy Frey, *Better Learning through Structured Teaching* (Alexandria, VA: ASCD, 2008).



homework and practice; (5) nonlinguistic representations; (6) cooperative learning; (7) setting objectives and providing feedback; (8) generating and testing hypotheses; and (9) cues, questions, and advanced organizers.<sup>9</sup> Teachers integrate these methods into their instruction as appropriate, based both on student need and what research identifies as the most effective approach for content delivery.

The instructional approach employed by teachers ensures that students master the essential learning goals articulated by the curriculum and develop college readiness in accordance with the school's educational design and the OACS. As teachers plan and implement instruction using these instructional methods and strategies, students gain the knowledge, proficiency, and skills needed to perform at high levels.

Because effective instruction is the result of intentional planning, instruction is driven by a unique and collaborative planning approach that includes the implementation of a formative assessment process. This approach to planning is characterized by three sequential but interrelated steps: year-long planning, unit planning, and daily planning.

#### Year-long Planning

Teachers begin with a fully developed instructional pacing framework and Common Assessment Regime that has been established to meet the educational objectives for students through the use of standard-aligned curricular tools. Teachers then collaborate with grade-level team members to match the recommendations of the instructional pacing framework with the particular needs of their students. Through this process of year-long planning, teachers sequence all Educational Objectives and assessment opportunities within each content area for a specific grade level. Year-long plans are adjusted over the course of the year, as student need dictates, and serve as the outline by which teachers plan more detailed units of instruction, organize daily instruction, and develop year-long plans for subsequent school years.

Teachers and their grade level teams use multiple sources of data, such as formative assessment data, state assessment data, norm-referenced assessment data, and other assessment data to identify instructional areas for focus and improvement.

#### Unit Planning

During unit-level planning, teachers collaborate to plan units of instruction for each Educational Objective and to determine opportunities to formatively assess student learning during the instructional process. Common Assessments provide benchmarked targets allowing teachers to analyze student learning progress and adjust instruction.

Teachers use the *formative assessment process* to implement the curriculum. Although various definitions and practices exist with respect to formative assessment, we have adopted W. James Popham's definition. He says, "Formative assessment is a planned process in which assessment-elicited evidence of students' status is used by teachers to adjust their ongoing instructional procedures or by students to adjust their current learning tactics." Popham identifies a number of characteristics of formative assessment, noting that it:

- Is a process, not any particular test.
- Is used not only by teachers, but also by students.
- Takes place during the instructional process.

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<sup>9</sup> See Robert Marzano, Debra Pickering, and Jane Pollock, *Classroom Instruction that Works: Research-Based Strategies for Increasing Student Achievement* (Upper Saddle River, NJ: Pearson Education, Inc., 2001).



- Provides assessment-based feedback to teachers and students.
- Helps teachers and students make adjustments that will improve students' achievement of intended educational objectives.<sup>10</sup>

The components of the formative assessment process are: 1) Identifying Objectives and Determining End-of-Instruction Assessments; 2) Developing Building Blocks; 3) Analyzing Evidence; and 4) Responding to Evidence. These are detailed below.

### Identifying Objectives and Determining End-of-Instruction Assessments

During the formative assessment process, teachers first identify the objectives for instruction based on the year-long plan. Then teachers either develop end-of-instruction assessments to determine students' status at the end of each unit or use the provided end-of-instruction assessments as part of the Common Assessment Model. Assessment methods are selected based on the learning goal and sound assessment design. This "assessment-influenced" approach is important, for through it teachers "exemplify the curricular aim or aims being sought and ultimately decide what mastery of those aims looks like—what its mastery calls for a student to be able to do."<sup>11</sup>

### Analyzing Evidence

Whether gathered through shorter-cycle assessments or end-of-instruction assessments, teachers analyze evidence at the student and classroom level. The specificity of these assessments enables teachers to determine exactly what knowledge or skills need further development for particular students. As teachers meet to examine student work, they gauge the effectiveness of their instruction and determine students' degree of mastery of the Educational Objectives. They analyze evidence to discover student misconceptions and to identify knowledge or skill gaps that may inhibit success. Grade-level teams also analyze end-of-instruction assessments to ensure that the curriculum is coherent across classrooms within the school.

### Responding to Evidence

As units are prepared, teachers identify opportunities for planned instructional adjustments in case students do not learn as expected. Teachers may then make these adjustments during the course of unit instruction, as prompted by evidence from the building block assessments or summative assessments. If learning progresses more quickly than expected, then instruction moves at an accelerated rate through the unit plan. However, if learning progresses more slowly than expected, then more time is spent delivering instruction within the unit. Because students track their own progress, they know precisely what they need to focus on to improve their learning. Teachers consider end-of-instruction assessment evidence as they develop subsequent units of instruction.

### Daily Planning

Daily planning allows teachers to connect Educational Objectives with instructional resources, effective teaching strategies, and instructional methods that best support student learning. Daily planning includes developing strategies to check for understanding on an ongoing basis and determining if learning activities are provided intellectual engagement for each student. Teachers work backward from the unit plan to structure instruction in the way that best leads to mastery of Educational Objectives. In addition, the teacher's daily instructional objectives are presented in student-friendly language through "I Can" statements. These "I Can" statements

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<sup>10</sup> Popham, W. James. (2008). *Transformative assessment*. Alexandria, VA: ASCD.

<sup>11</sup> Popham, W. James. (2009). *Instruction that measures up*. Alexandria, VA: ASCD.



are incorporated into lessons so that students know precisely what their learning goal is and can articulate it in their own term

## Focus and Philosophy

### Focus

A number of core beliefs stand together to provide the focus for the school's educational program. These core beliefs are the foundation upon which the school's educational program has been built and serve as guide-posts for the school as it works to prepare students for high school, college, and life success.

*K-8 School Design:* If students are to be adequately prepared for rigorous high school programming that leads to college readiness, then their elementary and middle school educational opportunities and experiences are critically important. Our K-8 school design is central to ensuring a significant early investment in the lives of the students we serve.

Research shows that learning during the formative years of students' lives is foundational to their future academic success.<sup>12</sup> A student's reading skill at the end of third grade, for example, is a reasonably accurate predictor of whether or not that student will graduate from high school.<sup>13</sup> Early performance is important in all academic areas, and high-quality schooling across core academic content areas in the primary years is absolutely essential for later success in school and life. Studies by ACT note specifically that "the level of academic achievement that students attain by eighth grade has a larger impact on their college and career readiness . . . than anything that happens academically in high school."<sup>14</sup> The academic preparedness of students upon entry to high school greatly affects their subsequent attainment: 82% of students who are placed in their high school's most intense curriculum go on to complete a bachelor's degree, compared to only 9% of those who are placed in their high school's least intense curriculum.<sup>15</sup> Our focus on providing exceptional learning opportunities for students in grades K-8 ensures that students receive the high-quality education they deserve and that they are well prepared for rigorous high school study, leading to college readiness and life success.

The K-8 school design is not just beneficial to students academically but prepares them to achieve success socially and emotionally as well.<sup>16</sup> Some suggest that the K-8 model is a more effective approach than the standard elementary, middle, and high school models that many schools utilize. The transition to middle school can be highly challenging for many students at a time in their lives when they may not yet be prepared to cope with the increased responsibility and social pressures of middle school. This can result in regression on academic, emotional, and social fronts as students seek to find their footing in a new and unknown environment. A consistent K-8 schooling experience, with less transition and greater stability, serves to ensure

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<sup>12</sup> George Kuh, Jillian Kinzie, Jennifer Buckley, Brian Bridges, & John Hayek, *What Matters to Student Success: A Review of the Literature*. (National Postsecondary Education Cooperative, 2006).

<sup>13</sup> National Research Council, *Preventing Reading Difficulties in Young Children*, eds. Catherine E. Snow, Susan Burns, and Peg Griffin, Committee on the Prevention of Reading Difficulties in Young Children (Washington, DC: National Academy Press, 1998).

<sup>14</sup> ACT, *The Forgotten Middle: Ensuring that All Students Are on Target for College and Career Readiness before High School* (Iowa City, IA: ACT, 2008).

<sup>15</sup> Clifford Adelman, *The Toolbox Revisited: Paths to Degree Completion from High School Through College* (Washington DC: U.S. Department of Education, 2006).

<sup>16</sup> Pricilla Pardini, "Revival of the K-8 School: Criticism of Middle Schools Fuels Renewed Interest in a School Configuration of Yesteryear," *School Administrator*, March 1, 2002; Anne Marie Chaker, "Middle School Goes out of Fashion: Amid Evidence Kids Struggle to Move to Junior High, Districts Shift to K-8 Model," *The Wall Street Journal*, April 6, 2005; Marc S. Tucker and Judy B. Coddington, *Standards for our Schools: How to Set Them, Measure Them, and Reach Them* (San Francisco, CA: Jossey Bass, 1998).



that students develop appropriately during their middle school years and better prepares them to face the challenges of high school. In short, as a K-8 school, we not only provide students with the foundation they need to be successful academically, but also provide students with a greater sense of stability, security, and community as they traverse their important adolescent years.

*Character Development:* Teaching virtues is not optional in a school; it is inevitable. In effect, a school teaches virtues in everything it does—from the way students are treated by teachers and staff, to the way the principal treats teachers, to how students treat and are allowed to treat their peers. The virtues that students encounter within the four walls of the school have a significant effect on their development. Because of this, the teaching of virtues is an explicit and integrated component of the school's educational program.<sup>17</sup>

A school's culture and student behavior directly correlate with student achievement. "Most [children] have to pay attention, study the material, and do their homework carefully if they are to achieve in high school. These behaviors don't come naturally. They have to be learned and practiced and gradually integrated into a person's character."<sup>18</sup> Research shows that the teaching of virtues is helpful not only in terms of promoting students' academic success, but also in terms of promoting a school climate and culture that are highly conducive to teaching and learning. Teaching virtues helps the school ensure that each student is cared for as a family cares for its children and that each student is prepared for rigorous high school and college educational experiences.

*Learning is an Adult Responsibility:* Student learning is, first and foremost, an adult responsibility. Nothing has a greater impact on student learning than great teaching in every classroom. If a student does not master the material that is taught in a classroom, the student has not failed; rather, the school has failed the student. In cases where students do not learn as expected, instruction must be adjusted in order to ensure that appropriate learning takes place for all students. Research has shown that the quality of instruction strongly predicts the level of learning in a classroom—more strongly than does a student's race or income.<sup>19</sup>

A typical student who scores at the 50<sup>th</sup> percentile in mathematics is likely to continue scoring at the 50<sup>th</sup> percentile two years later if that student has an average teacher and attends an average school. However, that same student—with an effective teacher in an effective school—would rise to the 96<sup>th</sup> percentile within that same two-year period. Conversely, an average student would decline to the 3<sup>rd</sup> percentile over that time period with an ineffective teacher.<sup>20</sup> A vast body of research supports the finding that students' learning is influenced by the content knowledge, pedagogical knowledge, and classroom management skills of their teachers. As such, the school works to manage instruction to ensure that students receive consistent, high-quality instruction during their time at the school.

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<sup>17</sup> See Section A for details pertaining to the school's character development program, including the character development curriculum.

<sup>18</sup> Kevin Ryan, "Character Education: Our High Schools' Missing Link," *Education Week*, January 29, 2003.

<sup>19</sup> Linda Darling-Hammond, "Teacher Quality and Student Achievement: A Review of State Policy Evidence," Center for the Study of Teaching and Policy, University of Washington, 1999, Available from <http://www.politicalscience.uncc.edu/godwink/PPOL8687/WK11March%2029%20Teachers/Darling-Hammond%20Review%20essay%20on%20teacher%20quality%20and%20outcomes.pdf>.

<sup>20</sup> Kirsten Miller, "School, Teacher, and Leadership Impacts on Student Achievement," *Policy Brief*, Mid-continent Research for Education and Learning, November 2003 available from [http://www.mcrel.org/PDF/PolicyBriefs/5032PI\\_PBSchoolTeacherLeaderBrief.pdf](http://www.mcrel.org/PDF/PolicyBriefs/5032PI_PBSchoolTeacherLeaderBrief.pdf); Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).



We believe that having one principal manage nearly every employee in the school does not set our school up for success. “One of the common misconceptions about leadership at the school level is that it should reside with a single individual—namely the principal.”<sup>21</sup> In order to create a different kind of school culture, both a principal and other school leaders are needed. A “strong leadership team,” including “the principal and other administrators operating as key players and working with a dedicated group of classroom teachers” is essential to the success of the school.<sup>22</sup> In order to effectively manage instruction, we have adopted a distributed leadership model through which the principal is supported by three deans. This model allows teachers to receive frequent classroom observation and feedback from school leaders.

Quality instruction is the result of clear expectations for teachers, frequent observation, consistent feedback and coaching, and an intentional focus on developing professional practices through ongoing learning and coaching and the collaborative work of a professional learning community. We have implemented a system to hire the most qualified teachers, provide high-quality professional development opportunities, hold teachers accountable for academic results, and support them through weekly classroom observations and feedback. In this way, the school effectively ensures appropriate learning for all students.

*College Readiness:* If we are to accomplish our mission, students must leave after 8<sup>th</sup> grade well-prepared for success in high school, ready to enroll in rigorous high school programming that continues to prepare them for college and career placement. Students must also understand, however, that success in high school, college, and life is not only about academic aptitude; other factors affect success as well. Indeed, both academic and psychosocial factors have a bearing on how students succeed in school and in life.

The school's educational program includes a focus on developing college readiness in all students. We promote college readiness through a focus on both academic and psychosocial factors that influence school and life success: students develop key academic skills and strategies and master content knowledge necessary to succeed in high school and beyond; they develop behavioral, attitudinal, and perceptual attributes correlated with college and life success; and they develop contextual knowledge about high-school and college placement.<sup>23</sup>

These core beliefs, taken together, articulate the focus of the school and are the foundation of the school. Through an intentional focus on implementing an educational program designed with these beliefs in view, we will continue meeting the needs and expectations of the families and students who choose our school.

### *Educational Philosophy*

“Schools can have a tremendous impact on student achievement if they follow the direction provided by the research,” writes nationally-recognized education researcher Robert Marzano.<sup>24</sup> Marzano identifies a number of school-level and teacher-level factors—akin to those identified through Effective Schools research—that have a high-probability of increasing student learning. Our educational philosophy is grounded in those methodologies that research has shown to be effective in increasing student achievement.

Our school benefits from a systemic implementation of school- and teacher-level factors that

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<sup>21</sup> Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).

<sup>22</sup> Ibid.

<sup>23</sup> Adapted from David Conley, *Toward a More Comprehensive Definition of College Readiness* (Eugene, WA: EPIC, 2007).

<sup>24</sup> Marzano, R. (2003). *What works in schools: Translating research into action*. Alexandria, VA: ASCD.



have been shown to produce positive results in terms of student learning. School-level factors include a guaranteed and viable curriculum, challenging goals and effective feedback for students, parent and community involvement, safe and orderly environment, and collegiality and professionalism. Teacher-level factors include instructional strategies, classroom management, and classroom curricular design. By implementing an educational program designed to include these strategies, which have the greatest positive impact on student learning, we ensure strong academic performance from our students.

We believe that great schools are synonymous with great instruction, and great instruction is a function of the right people, doing the right things the right way. We are intentional in our efforts to attract, develop, and retain exceptional talent; talented people operate, in turn, within a system that is designed to promote student success at the highest possible level.



**SECTION D**  
**CURRICULUM**



**CURRICULUM  
TO BE UPLOADED SEPARATELY**



**SECTION E**

**METHODS OF PUPIL ASSESSMENT**



## Methods of Accountability and Pupil Assessment

Because a fundamental purpose of charter schools is to search out new approaches to effective teaching and learning, we will embrace innovation and change to further the needs of our students. The Academy's assessment program begins with assessment of student performance, specifically student growth and student proficiency. Using the battery of instruments described below, we will regularly report the instances and magnitude of academic growth for its students. Student proficiency rates will also be considered as the school tracks its performance.

The Academy will use measurements of academic growth and proficiency beyond those required by State law. By using several proficiency comparison points, we can communicate their performance in the context of state and national expectations.

Measures of student growth and proficiency will also be rolled into school-level statistics. Once at the school level, further analysis may be required. For example, in order to understand proficiency, the school may employ both absolute proficiency and risk-adjusted goals, which accommodate the important context variables related to student achievement. We will measure academic growth and proficiency and hold staff accountable for success in these areas. Furthermore, we believe our administrators should be able to identify and support or terminate ineffective staff as appropriate.

In order to support the assessment of the school's education program, regular collection of evidence must be established. Thus, the educational program will be assessed through three cycles of assessment: short-cycle, medium-cycle, and long-cycle. Short- and medium-cycle assessments will be used to measure students' progress toward mastery of each Educational Objective within the school's curriculum. Medium and long-cycle assessments will be used to track student and school performance over time. Evidence of learning will be gathered frequently and through multiple means, including oral language, questioning, writing, projects and performances and tests. Teachers will use these assessments to understand how students are progressing and adjust their instruction to support student needs. Additional information about each assessment cycle is provided below.

1. *Short-cycle assessment:* Teachers will use short-cycle assessment data to inform needed adjustments to the sequencing and pacing of their unit plans. They will also use short-cycle assessment data to adjust instructional strategies and delivery methods within daily lessons.
2. *Medium-cycle assessment:* Medium-cycle assessment data will be used to measure the progress of students toward proficiency in terms of the curriculum's Educational Objectives and the standards assessed through the M-STEP assessment. Data will be used from formative assessments as teachers plan unit and daily instruction.
3. *Long-cycle assessment:* Long-cycle assessment data will be used to understand student learning over extended periods of time.

Below is a table of the assessments that the Academy plans to administer during the charter term.



Assessment	Cycle	Grades	Description and Date/Months Used	Rationale
M-STEP ELA & Math Assessments	Long	3-7	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
M-STEP Science Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
M-STEP Social Studies Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
MI-Access ELA & Math Assessment	Long	3-8	<ul style="list-style-type: none"> <li>• Alternate assessment for students with significant cognitive disabilities as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
MI-Access Science Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Alternate assessment for students with significant cognitive disabilities as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
MI-Access Social Studies Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Alternate assessment for students with significant cognitive disabilities as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
PSAT 8 ELA & Math	Long	8	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state</li> <li>• 1 x per year in April</li> </ul>	Required by MDE; provides data regarding student performance
NWEA MAP Growth	Long	2-8	<ul style="list-style-type: none"> <li>• Norm-referenced, growth modeled assessment administered to measure student growth and performance in reading and math</li> <li>• Up to 3 x per year in Fall, Winter, and Spring</li> </ul>	Enables school to measure: 1) student performance and growth over time; 2) comparative school and student performance among nationally normed sample; and 3) teaching and schooling effectiveness. Fall testing serves as a baseline measure of student performance and helps identify students at risk of academic failure. Spring testing shows student learning growth, as well as year-over-year student, grade, and school growth.
World-Class Instructional Design and Assessments (WIDA) for English Language Learners	Long	K-8	<ul style="list-style-type: none"> <li>• Students identified as English Language Learners (ELLs) participate in an annual assessment of proficiency in English. As needed, students will be identified as ELLs through W-APT (Kindergarten only) and WIDA Screener (Grades 1-8).</li> <li>• 1 x per year/February-March WIDA Access</li> </ul>	Student progress through the levels of proficiency in English will be measured. Specific language domains requiring additional instruction are revealed through the assessment. Evaluation of the school's programming for ELLs will be facilitated through test results.
Common Assessment Model	Short, Medium	K-8	<ul style="list-style-type: none"> <li>• Common assessment model affords assessments in both English language arts and mathematics, grades K-8, to schools utilizing newly-adopted Common Core aligned curricular programs</li> <li>• Weekly/chapter assessments and interim assessments, in accordance with curricular program sequences.</li> </ul>	The common assessment model provides a system of integrated assessments that well-align with instructional objectives, are easy to access and administer, are scored through a streamlined and automated process, and provide solid evidence about where students are in their learning and what support is needed to ensure appropriate learning progress is made.
I-Ready Online Diagnostic	Short, Medium	K-8	<ul style="list-style-type: none"> <li>• Supplemental online program provides initial diagnostic testing in reading and math for grades K-8 and includes a regular progress monitoring component as students move through the lessons provided at their individual levels.</li> </ul>	This research-based program allows for differentiation in reading and math based on their initial diagnostic results in a fun and continually challenging online learning environment. The program also allows teachers to print intervention lessons for small group work based on specific needs of all learners.



AimswEBPlus	Short	K-8	<ul style="list-style-type: none"> <li>• AimswebPlus is a supplemental web-based assessment, data management and reporting system, designed to determine risk and growth.</li> <li>• Weekly/bi-weekly progress monitoring.</li> </ul>	This research-based program tracks student progress by providing benchmark assessments and progress monitoring assessments, supporting multi-tiered instructional models. It is designed to retrieve valuable, understandable data to identify at-risk students early, to monitor progress, and to differentiate and track targeted instruction.
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\* These assessments are those the school intends to administer during its second charter term. However, they are subject to modification in accordance with MDE guidelines and schedules and in order to meet the assessment needs of the school. Classroom assessments will also be developed as determined in order to meet student need.

Progress will be reported to parents and students via communication mediums as well as an annual education report.



**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**



## Application and Enrollment Requirements

### Ridge Park Charter Academy

#### **Enrollment Limits**

The Academy will offer kindergarten through eighth grade. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

#### **Requirements**

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

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



# Application and Enrollment Requirements

## **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

## **Legal Notice**

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



# Application and Enrollment Requirements

## **Re-enrolling Students**

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



# Application and Enrollment Requirements

## **Random Selection Drawing**

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

Prior to the application period, the Academy shall:

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

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

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

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



**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



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

### **School Calendar**

The Academy's school calendar shall comply with Sections 1175 and 1284 of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). 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**



### **Age or Grade Range of Pupils**

The Academy will enroll students in kindergarten through eighth grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached age 5 by September 1 of the current year. Early enrollment is available if the student reaches age 5 by December 1 of the current year and the parent completes the appropriate waiver.