

# *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

**MACOMB MONTESSORI ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

July 1, 2023

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**AUTHORIZING RESOLUTION  
AND  
RESOLUTION**



**RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY  
BOARD OF TRUSTEES ON FEBRUARY 17, 2023**

On motion by Thomas Bailey and second by Jon DeRoo,  
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 March 16, 2018, the University Board issued to **Macomb Montessori Academy** (the "Academy") a Contract to Charter a Public School Academy (the "Current Contract") with a term of five (5) years; and

**WHEREAS**, the Current Contract will expire on June 30, 2023 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 five (5) 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 17th day of February, 2023, with a vote of 7 for, 0 opposed, and 0 abstaining.

Signature: \_\_\_\_\_





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

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

**Method of Selection and Appointment**

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

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

**Length of Term**

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

### Number of Directors

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

### Prerequisite Qualifications of Members

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

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

### Oath of Public Office

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

### Board Training

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

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

### LSSU Board Approval:

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

Date April 27, 2012  
April 27, 2012

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2023**

**ISSUED BY**

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

**TO**

**MACOMB MONTESSORI ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF  
MACOMB MONTESSORI ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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Exhibit A

Schedules

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

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

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

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

WHEREAS, the Lake Superior State University Board of Trustees has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the University Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) “Academy” means the Michigan nonprofit corporation named Macomb Montessori Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.

- (e) “Authorizing Resolution” means the Resolutions adopted by the University Board on February 17, 2023.
- (f) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (o) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (q) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (r) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “President” means the President of Lake Superior State University or his or her designee.
- (t) “Resolution” means the resolution adopted by the University Board on April 27, 2012 establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

- (u) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (v) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (w) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2023, Issued by the Lake Superior State University Board of Trustees to Macomb Montessori Academy Confirming the Status of Macomb Montessori Academy as a public school academy.”
- (z) “University” means Lake Superior State University, a state public University, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.391 et seq.
- (aa) “University Board” means the Lake Superior State University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Lake Superior State University Board of Trustees or his or her designee. In Section 1.1(cc) below, “University Board Chairperson” means the Board Chairperson of the Lake Superior State University Board of Trustees.
- (cc) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

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

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

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

## **ARTICLE II**

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

Section 2.1. Constitutional Status of Lake Superior State University. The University is a constitutionally established body corporate operating as a state public University. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the



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

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

### **ARTICLE III**

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

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

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

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

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

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or Educational Service Provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction to the Charter Schools Office for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in

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

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University Board. The Academy shall seek a new contract by making a formal request to the University Board in writing at least two years prior to the end of the current Contract Term. The University Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

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

## **ARTICLE IV**

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

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;

- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

Section 4.6. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the Charter Schools Office.

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the

Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

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

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions set by the Authorizing Resolution.

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the Charter Schools Office that demonstrates the following:

- (a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- (b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

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

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

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

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

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

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Charter Schools Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the Charter Schools Director of the contract amendment shall include a determination by the Charter Schools Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the Charter Schools Director of a positive recommendation. If the University Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University or the University Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or



contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions.

Section 6.17. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

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

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

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAW**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

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

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

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

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

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

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

## **ARTICLE X**

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

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers,

employees or agents in relation to their performance under this Contract;  
or

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

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

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

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

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

The University Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

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

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

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

(a) Notice of Intent to Revoke. The Charter Schools Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response

includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) University Board's Contract Reconstitution Provision. The Charter Schools Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Charter Schools Director determines that any of the following has occurred:

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

(ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

(vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

(vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Charter Schools Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Charter Schools Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

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



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

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

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

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

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Charter Schools Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene

a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

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

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

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

## **ARTICLE XI**

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

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as

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

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

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

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

<b>M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS</b> <b>for Public School Academies (PSA), Strict Discipline Academies (SDA)</b> <b>Urban High Schools (UHS) &amp; Schools of Excellence (SOE)</b> <b>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</b> <b>EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse &amp; Molestation coverage.</p> <p>Must include Directors' &amp; Officers' coverage.</p> <p>Must include School Leaders' E&amp;O.</p> <p>Can be Claims Made or Occurrence form.</p>

	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>	<p>\$1,000,000 per accident.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as Additional Insured with Primary and Non-Contributory Coverage.</p>
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>	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p>
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
<b>Crime</b>	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>
COVERAGE	REQUIREMENTS
<b>Umbrella</b>	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the

	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**

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

**DISCLAIMER:**

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

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal "Acord" copies of the insurance certificate of liability insurance and public

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

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office.

The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) 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>	Can be Claims Made or Occurrence form
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>University must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

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

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

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the University Board, the University or any other authorizing body, or to enter into a contract that would bind the University Board or the University. The Academy also is limited in its authority to contract by

the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University Board, the University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University Board and the University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

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

“Indemnification of Lake Superior State University. The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Choice Schools Associates LLC hereby promise 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 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, Choice Schools Associates LLC preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by Choice Schools Associates LLC, or which arise out of the failure of Choice Schools Associates LLC 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 Choice Schools Associates LLC 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. Choice Schools Associates LLC 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 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, Choice Schools Associates LLC 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 Choice Schools Associates LLC 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. Choice Schools Associates LLC 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.

## **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 School Office Director  
Lake Superior State University  
650 W. Easterday Avenue  
Sault Ste. Marie, Michigan 49783

If to Outside Counsel:

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

If to Academy:

Macomb Montessori Academy  
14057 E 9 Mile Rd.  
Warren, MI 48089

If to Academy Counsel:

Joseph Urban  
Clark Hill PLC  
151 S. Old Woodward  
Suite 200  
Birmingham, MI 48009

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.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.9(b) and (c) set forth below, this Contract shall commence on the date first set forth above and shall remain in full force and effect until June 30, 2026, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.9(b), this Contract will terminate if the Academy does not:

- (i) By January 1, 2026, provide documentation to the University Charter Schools Office demonstrating progress toward the Educational Goals set forth in Schedule 7(b);
- (ii) By January 1, 2026, provide documentation to the University Charter Schools Office demonstrating that the Academy has successfully implemented the Educational Program set forth in Schedule 7(c);
- (iii) By January 1, 2026, provide documentation to the University Charter Schools Office demonstrating that the Academy has satisfied the academic, financial, and reporting requirements established by this Contract and Applicable Law; and
- (iv) Timely deliver to the Charter Schools office any additional financial information or documentation requested by the University Board or the Charter Schools Office Director.

The Charter Schools Office Director shall notify the Academy in writing following completion of the conditions set forth in this Section 12.9(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.9(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.9(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.9(b), this Contract shall be extended two (2) additional academic years and shall expire on June 30, 2028, unless sooner terminated according to the terms hereof (“Contract Term”).

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board’s receipt, consideration or approval of the Application, the University Board’s approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.11. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties’ obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time



adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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

Section 12.17. Information Available to the Public.

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

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and Applicable Law.

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, shall not:

(a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

- (i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;
- (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or
- (iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

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

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;

- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the University Board, University, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

(c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.

(d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

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

(a) Subject to Section 12.23, the Academy shall do all of the following:

- (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
- (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.
- (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
- (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

(b) The terms "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.23. Confidential Address Restrictions.

(a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.

(b) The term “confidential address” shall have the meaning as defined in MCL 380.1136.

Section 12.24. Partnership Agreement. If the Department and State Reform Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.26. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.27. Academy Emergency Operations Plan.

(a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy’s emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy’s statewide school safety information policy, as applicable.

(b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with section 1308b(3) of the Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.28. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify model 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 of Trustees, I hereby issue this Contract to the Academy on the date set forth above.


**LAKE SUPERIOR STATE UNIVERSITY  
BOARD OF TRUSTEES**

By:   
Dr. Lynn G. Gillette, Interim President

Date: July 1, 2023

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

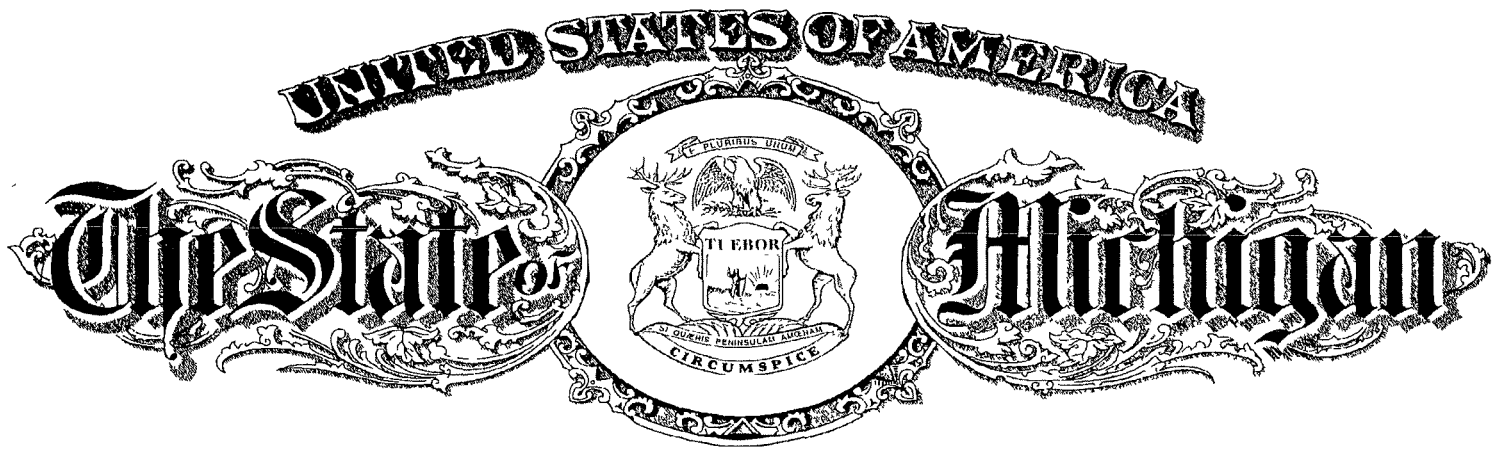
**MACOMB MONTESSORI ACADEMY**

By:   
Academy Board President

Date: July 1, 2023

**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**MACOMB MONTESSORI ACADEMY**

*was validly Incorporated on September 12 , 2012 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*



*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 1st day of May , 2023*

*Linda Clegg*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number 23050009502

Verify this certificate at URL to eCertificate Verification Search [http //www michigan.gov/corpverifycertificate](http://www.michigan.gov/corpverifycertificate)



<b>MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS</b> <b>BUREAU OF COMMERCIAL SERVICES</b>		
Date Received		(FOR BUREAU USE ONLY)

John H. Gretzinger  
 Mika Meyers Beckett & Jones PLC  
 900 Monroe NW  
 Grand Rapids, MI 49503

EFFECTIVE DATE: ☺

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

## ARTICLES OF INCORPORATION

### For Use by Domestic Nonprofit Corporations

Pursuant to the Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to 450.3192 ("Act"), and Part 6A of The Revised School Code, 1976 PA 45, MCL 380.501 to 380.507 ("Code"), the undersigned corporation executes the following Articles:

#### ARTICLE I

The name of the corporation is: **Macomb Montessori 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 public school academy in the State of Michigan pursuant to Part 6A of the Code, 1976 PA 45, MCL 380.501 to 380.507.

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

or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract to charter a public school academy ("Contract") authorized under the Code.

### **ARTICLE III**

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

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$0

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

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

### **ARTICLE IV**

The address of the registered office is 900 Monroe NW, Grand Rapids, MI 49503.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is John H. Gretzinger.

### **ARTICLE V**

The name and address of the incorporator is as follows:

John H. Gretzinger  
900 Monroe Avenue NW  
Grand Rapids, MI 49503

### **ARTICLE VI**

The corporation is a governmental entity.

### **ARTICLE VII**

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of 1964 PA 170, MCL 691.1407.

## ARTICLE VIII

Before the issuance of a Contract to the corporation by the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

## ARTICLE IX

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

## ARTICLE X

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

## ARTICLE XI

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II 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 Lake Superior State University for forwarding to the state school aid fund established under Section 11 of Article IX of the State Constitution of 1963.

## ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the University Board.

Amendments to the Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board and filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's approval of the amendment.

### ARTICLE XIII

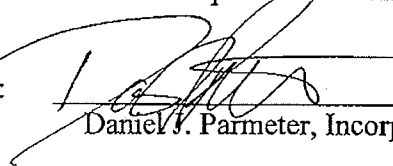
The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

### ADOPTION OF ARTICLES

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out its purposes until the University Board issues a contract to operate a public school academy and the contract is executed by designated representatives of the corporation and the University Board.

The incorporator has executed these Articles of Incorporation on this 12th day of September 2012.

By:

  
Daniel J. Parmeter, Incorporator

**CONTRACT SCHEDULE 2**

**BYLAWS**

**BYLAWS**  
**OF**  
**MACOMB MONTESSORI ACADEMY**

**Article I**  
**Name**

This organization shall be called the Macomb Montessori Academy (the "Academy").

**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 Academy shall be located in the City of Centerline, County of Macomb, State of Michigan.

Section 2.     Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to 450.3192 ("*Act*"). Changes in the resident agent and registered address of the System must be filed with the Bureau of Commercial Services of the Department of Licensing and Regulatory Affairs and reported to the Lake Superior State University Board of Trustees ("University Board").

**Article IV**  
**Board of Directors**

Section 1.     General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Act or The Revised School Code, 1976 PA 451, MCL 380.1 to 380.1853 ("*Code*"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and applicable law.

Section 2.     Academy Board of Directors. The Academy Board shall be composed of at least five (5) and not more than nine (9) Directors who shall serve a term of office of three years; provided, however than the terms of office of the initial Board shall be apportioned

between one year, two year and three year terms. The Directors shall be appointed by the Lake Superior State University Board of Trustees in accordance with the procedures established in the resolution adopted on April 27, 2012 by the Lake Superior State University Board of Trustees.

Section 3. Oath of Office. All members of the Board of Directors must take the constitutional oath of office and sign the Oath of Pubic Office before assuming duties as a Director. The oath and acceptance of office must be on file with the Lake Superior State University Charter Schools Office within ten calendar days of signing.

## **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 Academy in the State of Michigan. The Academy Board 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 of a majority of the Directors present, physically or by teleconference, at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

<b>Number of Academy Board positions</b>	<b>Board Members required for Quorum</b>
Five (5)	Three (3)
Six (6)	Four (4)
Seven (7)	Four (4)
Eight (8)	Five (5)
Nine (9)	Five (5)

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

<b>Number in Attendance</b>	<b>Number of Affirmative Votes Required</b>
Three (3)	Two (2)
Four (4)	Three (3)

Five (5)  
Six (6)  
Seven (7)  
Eight (8)  
Nine (9)

Three (3)  
Four (4)  
Four (4)  
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 System Board may request.

## **Article VII Officers of the Board**

Section 1. Number. The officers of the Academy shall be a President, a Vice-President, a Secretary and a Treasurer.

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

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

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Academy; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Academy 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 Academy 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. Acting Officers. 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 Academy, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Academy may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to 1978 PA 566, MCL 15.181 to 15.185, any two offices of the Academy 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 Academy. 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 Academy, 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 the University Board or impose any liability on Lake Superior State University, the University Board, its members, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Academy, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Lake Superior State University or impose any liability on Lake Superior State University, the University Board, its members, 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 Academy will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Academy 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 Academy 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 Academy, shall be signed by such officer or officers, agent or agents, of the Academy 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 Academy not otherwise employed shall be deposited from time to time to the credit of the Academy 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 1855 PA 105, MCL 21.146.

Section 5. Contracts Between the Academy and Related Persons. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with 1978 PA 566, MCL 15.181 to 15.185, and 1967 PA 317, MCL 15.321 to 15.330. 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 Academy and each person who serves or has served at the request of the Academy as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Academy 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 Academy would have power to indemnify such person against such liability under the preceding sentence. The Academy may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Academy 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 Academy shall begin on the first day of July in each year.

## **Article XI Amendments**

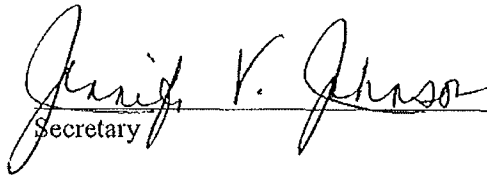
These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the University President of his or her designee. Amendments to these Bylaws take effect only after they have been approved by both the Academy Board and by the University President 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 consent of the Academy Board on the 25 day of June, 2018

  
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 Macomb Montessori Academy (the “Academy”), a public school academy.

#### **Preliminary Recitals**

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

“Agreement” means this Fiscal Agent Agreement.

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

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

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

“State” means the State of Michigan.

“State Treasurer” means the office responsible for issuing funds to public school academies 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. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE III**

### **STATE DUTIES**

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

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## **ARTICLE IV**

### **ACADEMY DUTIES**

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

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board to be consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.



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

## **ARTICLE V**

### **RECORDS AND REPORTS**

Section 5.01. Records. The Fiscal Agent shall keep books of record and 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, 2023, 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by Lake Superior State University Board of Trustees to Macomb Montessori Academy.

BY: Alyson Hayden  
Alyson Hayden, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: May 3, 2023

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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 Macomb Montessori 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 October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy 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. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

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

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

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

Section 2.03. Waiver and Delegation of Oversight Procedures. The 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 4.04 shall prohibit the Academy from electing to 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**

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

Elementary/Middle School Art Teacher .....	5-1
Student Advocate/Behavior Interventionist/Behavior Support Specialist.....	5-4
Building Substitute Teacher.....	5-6
Custodian .....	5-9
Headmaster .....	5-12
Math Specialist/Interventionist .....	5-17
Montessori Instructional Coach .....	5-21
Elementary/Middle School Music/Band Teacher .....	5-25
Bookkeeper/Office Manager.....	5-29
One to One Paraprofessional .....	5-33
Elementary/Middle School Physical Education Teacher.....	5-37
Reading Specialist/Interventionist .....	5-40
School Nutrition Aide.....	5-44
Social Media Reporter .....	5-47
Special Education Teacher.....	5-49
Speech Pathologist .....	5-53
Teacher Assistant .....	5-57
Teacher.....	5-60
Management Agreement.....	5-63

**ELEMENTARY/ MIDDLE SCHOOL ART TEACHER**  
**JOB DESCRIPTION**

<b>SUPERVISOR:</b>	School Leader
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
<b>CLASSIFICATION:</b>	Exempt, Part-time or Full-time
<b>JOB GOAL:</b>	To provide students with a first class learning experience with this student enrichment program that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION:**

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods, including differentiated instruction, and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Administers standardized and local assessments while maintaining a high level of testing integrity.

**CLASSROOM MANAGEMENT:**

- Works cooperatively with parents/guardians and generates parents/guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.
- Participates in events in the community to positively promote the Academy.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

#### **FACILITIES**

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

##### *Desired Requirements:*

- Knowledge and skills working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC/MIChoice LLC approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The Academy Administrator and designated Choice Schools Associates LLC/MIChoice LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed



**Student Advocate / Behavior Interventionist /  
Behavior Support Specialist Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Exempt or non-exempt, Full-time or part-time
<b>JOB GOAL:</b>	Provide guidance and advocacy to students to ensure they meet academic and behavioral requirements to move to the next grade level and provide safety and security for all students and families. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Communicates accurately and timely with students and their families to ensure a continuous school-family partnership exists.
- Links students and their families to school and community resources.
- Evaluates student progress including attendance, academic, and behavioral data.
- Coordinates with community partners to build resources.
- Uses restorative justice process to focus on repairing harm through inclusive processes that engage all stakeholders, shifting the focus of discipline from punishment to learning from the individual to the community.
- Makes home visits to obtain information about students.
- Keeps accurate and timely records of student information in Powerschool, as well as parent, staff, and community contacts.
- Participates in stakeholder conferences to develop student action plans.
- Assists with the supervision of students during instructional and non-instructional time.
- Supports a positive school climate while interacting with students, families, staff and community members.
- Guides children in working and playing harmoniously and safely with other children.
- Maintains confidentiality when dealing with students, families, staff, and community members.
- Performs moderate to extensive physical activity including frequent standing or walking.
- Facilitates social and emotional growth with students.
- Improves professional competence through professional development.
- Provides an atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Implements proactive behavior and learning strategies under the direction of the classroom teacher.
- Assumes other duties as assigned by the Principal.

**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in regularly scheduled meetings and sharing of relevant information.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.

**REQUIREMENTS:***Minimum Requirements:*

- Associate's degree.
- Excellent verbal and written communication skills.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- Excellent organizational and leadership skills.
- Experience working with At-Risk students.

*Desired Requirements:*

- Bachelor's degree.

**WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

## **BUILDING SUBSTITUTE TEACHER**

### **Job Description**

<b>SUPERVISOR:</b>	Headmaster
<b>SUPERVISES:</b>	Students, and Code of Student Conduct.
<b>CLASSIFICATION:</b>	Non-Exempt, Part-Time or As Needed
<b>JOB GOAL:</b>	The position of a building substitute teacher is to provide an on-going resource for school staffing needs. The substitute will assume the duty of the regular classroom teacher and present the lessons that have been prepared by the regular teacher as assigned. This position will support and uphold the mission and vision of the classical academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Follows the lesson plan left by the teacher for whom he/she is substituting.
- Maintains a classroom environment conducive to effective learning.
- Meets and instructs assigned classes in the locations and at the times designated.
- Maintains as fully as possible the established routines and procedures of the school and classroom to which he/she is assigned.
- Plans needed activities when lesson plans do not structure the entire class periods with planned learning activities. Activities planned by the substitute should be appropriate for grade level and subject of the class.
- Assumes responsibilities for overseeing student behavior in class, between classes and during lunch periods.
- Carries out the regular teacher's discipline plan.
- Assumes any duty that the regular teacher would have for that day.
- Promotes the overall effectiveness of the Academy by performing tasks and sharing responsibilities of other members during peak periods or when there is an overload of duties.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.

- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being an employee and a member of the Academy.
- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assumes other responsibilities assigned by the Administrator.

**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan Substitute Teaching Permit or Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the minimum requirements established by the Michigan Department of Education.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Knowledge and skills working with staff, students and parents.

**WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The Headmaster and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **CUSTODIAN JOB DESCRIPTION**

**SUPERVISOR:** School Leader  
**EMPLOYED BY:** Choice Schools Associates, L.L.C.  
**JOB GOAL:** To provide students with a safe, attractive, comfortable, clean and efficient educational setting.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Keeps buildings and premises, including walkways, parking lot and play areas neat and clean at all times.
- Regulates heat, ventilation and air conditioning systems to provide temperatures appropriate for the season and ensures economical usage of fuel, water and electricity.
- Changes air filters quarterly.
- Shovels, plows and salts sidewalks, driveways, parking areas and steps, as appropriate.
- Checks daily to ensure exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Raises the United States flag at or before 8 a.m. on each school day and lowers it at or after 3:30 p.m.
- Sweeps or vacuums classrooms daily; dusts furniture.
- Cleans daily the corridors after school and during the day when the condition requires it.
- Scrubs, hoses down, and disinfects bathroom floors and cleans all sanitary fixtures and drinking fountains on a daily basis.
- Washes all windows on both the inside and outside at least twice each year and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard-keeping chores as grass cutting and tree trimming, as necessary, to maintain the school grounds in a safe and attractive condition.
- Maintains all floors in a clean and attractive condition.
- Makes minor building repairs, including but not limited to painting, changing light bulbs, and replacing ceiling tiles.
- Promptly reports major repairs needed to the School Leader.
- Regularly maintains a schedule of all motors and other mechanical equipment requiring scheduled servicing.
- Reports any damage to school property.
- Remains on the school property during school hours and during non-school hours when the use of the building has been authorized and attendance is required by the School Leader.

- Assumes responsibility for the opening and closing of the building each school day and for determining that all doors and windows are secured and that all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment and fuel on hand.
- Conducts an ongoing program of general maintenance, upkeep and repair.
- Moves furniture or equipment within buildings as required for various activities and as directed by the School Leader.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish and waste.
- Assumes responsibility for the safe condition of outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinates and works with volunteers in their efforts to beautify Academy grounds.
- Assumes other responsibilities assigned by the School Leader.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

##### *Desired Requirements:*

- Custodial experience in a school setting.
- Knowledge of and skills working with At-Risk students.

#### **WORK ENVIRONMENT:**

While performing duties of this job employee maybe required to walk, lift up to 100 pounds, climb, bend, reach and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. Tasks may include working alone in the following situations: with ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and up on rooftops.



**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

**EVALUATION:**

The School Leader will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

\_\_\_\_\_  
Date Signed



CHOICE SCHOOLS ASSOCIATES LLC.  
HEADMASTER  
JOB DESCRIPTION

**SUPERVISOR:** Superintendent of Choice Schools Associates LLC

**SUPERVISES:** Staff members designated by the Chief Executive Officer of Choice Schools Associates LLC.

**CLASSIFICATION:** Exempt, Full-time

**JOB GOAL:** To provide leadership to ensure the achievement of education, business management, school development, parent involvement, customer services, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- **SCHOOL DEVELOPMENT:**
  - Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
  - Prepares or oversees the preparation of reports, lists, and all other paperwork for which the Principal is responsible.
  - Assumes responsibility for observance of Board policies and regulations.
  - Budget school time to provide for efficient use of time for instruction and business.
  - Establishes a master schedule to ensure compliance with instructional time requirements and Academy.
  - Leads the ongoing development of the instructional program and student activities program.
  - Keeps the Superintendent informed of routine matters related to administration, instruction, of events and activities of unusual nature.
  - Serves as an ex officio member of all committees and councils within the Academy.
  - Assist with annual school development plans consistent with the school's charter contract.
- **STUDENT ACHIEVEMENT:**
  - Supervises the maintenance of accurate records of student progress and attendance of students.
  - Systematically use formative assessment data to guide learning support and drive instruction, curriculum and professional development.
  - Provide curriculum that is structured in a manner designed to help the school and students achieve the required objectives of the Michigan Accountability Program (Michigan Educational Assessment Program, MEAP) and the federal "No Child Left Behind Program."

- **SCHOOL CULTURE AND BEHAVIOR:**
  - Establishes and maintains an effective learning climate in the school.
  - Maintain active relationships with students and guardians.
  - Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
  - Designs and carries out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
  - Makes arrangements for conferences between parents and teachers when needed.
  - Creates a school culture in which collaboration and collegiality guide relationships and decision making.
  - Provides adequate inventories of real and personal property under his or her jurisdiction for the security and accountability for that property.
  - Supervises and evaluates the Academy's extracurricular programs.
- **MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES:**
  - Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, enrollment in advanced courses, by reading professional journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.
  - Supervises professional, instructional aides, administrative, and nonprofessional personnel of the Academy.
  - Assists in recruiting, screening, hiring, training, assigning, and evaluating the Academy's staff.
  - Provides comprehensive orientation programs for new staff and assists in their development.
  - Evaluates and counsels all staff members regarding their individual and group performance.
  - Conducts staff meetings to keep members informed of policy changes, new programs, etc.
  - Recommends the discipline and or removal of an employee whose work performance is unsatisfactory to the Superintendent.
  - Delegates responsible personnel to assume responsibility for the Academy in the absence of the Principal.
- **FINANCIAL MANAGEMENT**
  - Assists in the management and preparation of the Academy's budget.

- **OPERATIONS**
  - Supervises the maintenance of all required building records and reports.
  - Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
  - Assumes responsibility for the use, safety, administration of the school buildings and grounds.
  - Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.
- **STUDENT RECRUITMENT AND ADMISSION**
  - Assist in developing and implementing a marketing plan to recruit students to the school.
- **COMMUNITY RELATIONS**
  - Cooperates with college and university officials regarding teacher training and preparation.
  - Assumes responsibility for all official Academy correspondence and news release approved by the Superintendent.
  - Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, interpret Board policies and administrative directives, and discuss and resolve individual student problems.
  - Serves as a member of committees and attends such meetings as directed by the Superintendent.
- **OTHER**
  - Assumes other responsibilities as assigned by the Superintendent.

## **REQUIREMENTS:**

### *Minimum Requirements:*

- Current Michigan School Administrator certification or enrolled in a program leading to School Administrator certification within six months after start of employment.
- Knowledge and skills working with At-Risk students.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid an effective communications.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

### *Desired Requirements*

- Successful experience as a teacher
- Experience as a school leader (Principal or Assistant Principal).
- Montessori Training

### **WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

### **TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

### **EVALUATION:**

The Superintendent and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

### **STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **MATH SPECIALIST/INTERVENTIONIST**

### **Job Description**

<b>SUPERVISOR:</b>	Academy Administrator
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To promote enhanced mathematics instruction and student learning by helping teachers develop more effective mathematics teaching practices that allow all students to reach high standards as well as sharing research addressing how students learn mathematics.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

##### **CURRICULUM & INSTRUCTION:**

- Accepts responsibility for the achievement of students.
- Works with students in order to increase Math test scores.
- Spends time in classrooms as well with individual students helping with Math lessons.
- Analyzes student achievement data and develops interventions.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

**CLASSROOM MANAGEMENT:**

- Works cooperatively with guardians and generates guardians' confidence in the teacher. Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model. Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

**STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy and recruiting students in the community to attend the Academy.

**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

**FACILITIES**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

**REQUIREMENTS:***Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.

- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Master's degree
- Knowledge and skills working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.



**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The Academy Administrator and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**MONTESSORI INSTRUCTIONAL COACH**

**Job Description**

**SUPERVISOR:** Academy Leader in coordination with the Director of Montessori Education & Development from Choice Schools Associates

**CLASSIFICATION:** Exempt, Full-Time, 11 month

**JOB GOAL:** To provide Montessori instructional support in the development, implementation, and coordination of the Academy's school-wide assessment and curriculum goals.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES**

**CURRICULUM & INSTRUCTION**

- Trains all teachers on the Montessori curriculum used throughout the Academy in accordance with the Charter Contract. If acting as the designated Literacy Coach, as well, this position trains all teachers in literacy programs.
- Provides support with the implementation of progress monitoring.
- Support the Academy leader by instilling Montessori instruction, culture, and climate throughout the Academy.
- Engages in reflective practice with teachers including observing, modeling, co-planning etc.

**ASSESSMENT & DATA**

- Assists in developing an effective testing schedule and coordinates all testing in the building, as designated by the School Leader per funding designation.
- Trains teachers on testing expectations and provides support in preparing students for summative testing.
- Supports and evaluates student achievement in both growth and proficiency.
- Uses student data to evaluate the impact of teachers' development strategies and classroom interventions in student learning.
- Generates reports to analyze low and high performing students and furthermore, designs interventions to support them.
- Demonstrate to teachers on how to Desegregate data for Title 1 and help and determine what will be school focus and grade level focus for intervention.
- Demonstrate to teachers on how to monitor and evaluate student achievement in both growth and proficiency.
- Demonstrate to teachers on how to use student data to evaluate the impact of teachers' development strategies and classroom interventions in student learning.

## **LEADERSHIP & COACHING**

- Serves as a key member of the Academy leadership team.
- Conduct weekly meetings with school leadership.
- Shares responsibility for the achievement of students.
- Mentors all Montessori teachers through a tiered system.
- Conducts coaching through classroom observations (using DERS and TeachPoint) and one-on-one meetings with teachers.
- Keeps detailed records related to coaching sessions and feedback shared with teachers.
- Provides feedback on classroom environments, instructional practices, lesson plans, child interactions and adult interactions to help educators grow and excel in implementing authentic Montessori practices.
- Develops and supports the roles and responsibilities of teacher assistants as it pertains to a Montessori environment.
- Supports the lead Montessori teachers and works to strengthen their Montessori philosophy and practice so they can instill it in other teachers in their grade bands.
- Supports the development of the teacher assistants so their work is in alignment with Montessori philosophy and appropriate interventions.
- Works with the special teachers, literacy coach, math interventionist, and reading interventionists to ensure their interventions are in alignment with the Montessori philosophy.
- Works to ensure any teacher in an alternative pathway program has a firm grasp on Montessori classroom management, curriculum,
- Assists the Director of Montessori Education & Development in implementing training sessions for Montessori-ARC as well as works to ensure any teacher in the program has a firm grasp on the Montessori content presented throughout the program. (ie. curriculum, proper material use, classroom management etc.)

## **OTHER**

- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Promotes responsible citizenship through one's actions as a role model.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Uses resources effectively to support Montessori learning in the classroom, the Academy and the community.
- Participates in PLC meetings.
- Communicates with the Montessori Curriculum Specialist at Choice Schools on a monthly basis.
- Assumes other responsibilities assigned by the Academy Leader

**REQUIREMENTS:***Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in the appropriate grade and subject levels. Except as otherwise provided by the law, the Academy shall use certified teachers according to state board rule.
- Bachelor's degree and either advanced coursework in reading or completion of professional development in evidence-based literacy instructional strategies.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.
- A background in Montessori philosophy and deep commitment to its tenants

*Desired Requirements:*

- Masters degree
- Knowledge of, and experience teaching, the academic curriculum

**WORK ENVIRONMENT:**

While performing the duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, ICHAT clearance.

**EVALUATION:**

The Academy Administrator evaluates job performance through systematic input from various internal and external stakeholders, primarily the Director of Montessori Education from Choice Schools Associates.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**ELEMENTARY/ MIDDLE SCHOOL MUSIC/BAND TEACHER**  
**JOB DESCRIPTION**

<b>SUPERVISOR:</b>	School Leader
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
<b>CLASSIFICATION:</b>	Exempt, Part-time or Full-time
<b>JOB GOAL:</b>	To provide students with a first class learning experience with this student enrichment program that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION:**

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods, including differentiated instruction, and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Administers standardized and local assessments while maintaining a high level of testing integrity.

**CLASSROOM MANAGEMENT:**

- Works cooperatively with parents/guardians and generates parents/guardians' confidence in the teacher.

- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.
- Participates in events in the community to positively promote the Academy.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

#### **FACILITIES**

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.

- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Knowledge and skills working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The Academy Administrator and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.



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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**BOOKKEEPER/OFFICE MANAGER**

**Job Description**

**SUPERVISOR:** School Leader

**SUPERVISES:** Administrative Assistants, Office Staff, Enrollment Coordinator

**CLASSIFICATION:** Exempt, Full-time

**JOB GOAL:** To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**COMPLIANCE:**

- Completes and maintains all appropriate records for compliance submission tasks as required by the academy's authorizer, state and federal standards (i.e. CEPI, CRDC, DS4168, TSDL, MICR, Epicenter, GSRP).
- Organize compliance timelines and keep on task for each deadline.
- Oversee the correct and mandatory information is available on the academy's website at all times.
- MDE Transparency required documents are current and available on the Academy's website.

**OFFICE SERVICES:**

- Demonstrate unwavering confidentiality at all times.
- Performs secretarial and administrative support functions as needed.
- Implement, maintain, and assess office procedures with approval by the School Leader.
- Handle and prepare correspondence for the School Leader, Board Liaison, and Academy Board as requested.
- Serve as Homeless Liaison for the McKinney Vento Act.

**CUSTOMER SERVICE AND COMMUNITY RELATIONS:**

- Present yourself in a positive and professional manner at all times.
- Demonstrate positive customer service and community relations with all people.
- Applies positive customer service to the role as Bookkeeper/Office Manager and is always perceived as a team member by the staff.

- Retain a positive attitude toward all students and families in a friendly and helpful manner.
- Shares responsibility for marketing the Academy in the community.

#### **MAINTAINENCE OF OFFICE RECORDS:**

- Maintains student records and student enrollment information as required by law and local policy in a secured and locked location.
- Prepares for audits as required and will be available on site to answer any questions by auditors for any compliance submission.
- Prepares and maintains all pupil accounting records (MSDS, CEPI, GAD, etc.)
- Participates with auditors in all pupil accounting audits with accurate information and records.
- Processes enrollment and exit procedures for all students to keep student information system updated for all student compliance counts.
- Ensures accurate transfer of student files and records to other educational entities.
- Maintains the daily teacher attendance record, maintains and monitors staff PTO and vacation day records and substitute teacher records.
- Assists Assistant Principals with substitute teacher procedures.
- Prepares all required reports in a timely manner to meet all deadlines set forth by authorizers, state and federal timelines.
- Keeps accurate record on students and collects fines from students for any lost or damaged textbooks, technology equipment, etc. Transfer funds to the school Business Manager.

#### **OPERATIONAL RESPONSIBILITIES:**

- Operates all office equipment (telephones, computer, copier, fax machine, etc.).
- Maintains and replenishes office supply and classroom supply inventory as needed and as requested by the School Leader.
- Support front office staff with all operations including answering phones, helping students and families.
- Assume responsibility for any office and compliance questions from the School Leader.

**OTHER:**

- Assumes other duties assigned by the administrator of the academy and Choice Schools and Schools Associates LLC.
- Regular attendance and presence in the workplace is required.

**REQUIREMENTS:***Minimum Requirements:*

- High school diploma or equivalent.
- Bookkeeping experience.
- Excellent verbal and written expression.
- Excellent organizational skills.
- Ability to positively and professionally communicate with students, staff, and parents.
- Ability to hold oneself to the highest level of confidentiality.
- Reputation of self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Computer skills in data processing, bookkeeping, spreadsheets, data bases, and research.
- Must be at least 18 years of age.
- Holds a current State of Michigan Driver's License.

*Desired Requirements:*

- Associates degree or at least five years in a bookkeeping profession preferred.
- Experience in a school setting with school-age children.

**WORK ENVIRONMENT:**

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, etc.). The noise level in the work environment is usually low to moderate. The lighting in the work environment is usually well lit and appropriate for an office setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC and approved by the academy board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The School Leader will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**One to One Paraprofessional**

**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	Assist the classroom teacher in supporting instruction to individual or small groups, carry out appropriate classroom activities, and maintain disruption-free, learner-centered supportive environment. This position will support and uphold the mission and vision of the environmental academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION SUPPORT:**

- Helps the classroom teacher organize and distribute lesson materials.
- Assists the classroom teacher in supporting instruction and engaging students in learning.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community under the direction of the classroom teacher.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating an atmosphere of mutual respect, independent thought and expression, and student and classroom teacher experiences in large and small groups.
- Assists the classroom teacher with assessing learner needs, progress and achievement.
- Assists the classroom teacher in maintaining individual student records, when asked.
- Assists the classroom teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Completes daily documentation of students with IEPs in the classroom.
- Supports students with IEP accommodations.
- Works with the Special Education team to support students.
- Assumes other responsibilities assigned by the classroom teacher or Principal.

**CLASSROOM MANAGEMENT:**

- Works cooperatively with guardians and generates guardians' confidence.
- Guides children in working and playing harmoniously and safely with other children.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Implements proactive behavior and learning strategies under the direction of the classroom teacher.

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community by participating in school-wide and community events.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in regularly scheduled meetings and sharing of relevant information.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Attends professional development for positive behavior supports.

#### **FACILITIES:**

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assists the classroom teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Assists the classroom teacher in preparing classroom or laboratory for instruction.
- Assumes other responsibilities assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associates' degree (or higher); or meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of and the ability to assist in, instructing reading, writing and mathematics; or
  - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Ability to communicate with students, staff, and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.

- Strong interpersonal skills.

*Desired Requirements:*

- Valid Michigan teaching certification.
- Experience working with At-Risk students.
- Experience in educational setting with school-age children.

**WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The Principal and classroom teacher evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed



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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**ELEMENTARY/ MIDDLE SCHOOL PHYSICAL EDUCATION TEACHER**  
**JOB DESCRIPTION**

<b>SUPERVISOR:</b>	School Leader
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
<b>CLASSIFICATION:</b>	Exempt, Part-time or Full-time
<b>JOB GOAL:</b>	To provide students with a first class learning experience with this student enrichment program that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION:**

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods, including differentiated instruction, and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Administers standardized and local assessments while maintaining a high level of testing integrity.

**CLASSROOM MANAGEMENT:**

- Works cooperatively with parents/guardians and generates parents/guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.
- Participates in events in the community to positively promote the Academy.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

#### **FACILITIES**

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

##### *Desired Requirements:*

- Knowledge and skills working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates LLC/MiChoice LLC approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

**EVALUATION:**

The Academy Administrator and designated Choice Schools Associates LLC/MiChoice LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**READING SPECIALIST/INTERVENTIONIST**  
**Job Description**

**REPORTS TO:** Principal  
**EMPLOYED BY:** Choice Schools Associates, L.L.C.  
**CLASSIFICATION:** Exempt, Full-time

**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Master's degree.
- Knowledge of and skills working with At-Risk students.

**JOB GOAL:**

To promote enhanced literacy instruction and student learning by helping teachers develop more effective literacy teaching practices that allow all students to reach high standards as well as sharing research addressing how students learn to read. This position will support and uphold the mission and vision of the environmental academy.

**SUPERVISES:**

Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION**

- Accepts responsibility for the achievement of students.

- Works with students in order to increase Reading test scores.
- Spends time in classrooms as well with individual students helping with reading lessons.
- Analyzes student achievement data and develops interventions.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

#### **CLASSROOM MANAGEMENT**

- Works cooperatively with guardians and generates guardians' confidence in the teacher. Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model. Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

#### **STUDENT ACQUISITION & RETENTION**

- Shares responsibility for marketing the Academy and recruiting students in the community to attend the Academy.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

#### **FACILITIES**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

#### **WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

#### **TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

#### **LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

#### **EVALUATION:**

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed



## **SCHOOL NUTRITION AIDE**

### **Job Description**

**REPORTS TO:** School Nutrition Director  
**EMPLOYED BY:** Choice Schools Associates, L.L.C.

### **REQUIREMENTS:**

#### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Food service experience in an educational setting.
- Ability to read, follow directions and maintain records.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

#### *Desired Requirements:*

- Valid ServSafe Certification.
- Knowledge of and skills working with At-Risk students.

### **JOB GOAL:**

To provide students with a safe, attractive, comfortable, clean and efficient food service program.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Oversees preparation, packaging and distribution of school meals.
- Collects cash for reduced-price meals and full-paid meals, as assigned.
- Accounts and reports funds collected for meals for students and adults, as assigned.
- Maintains food preparation and dining areas at ratings exceeding state standards.
- Maintains food service areas, equipment and furnishings in neat, clean and appealing condition.
- Achieves high levels of customer satisfaction through student participation rates and by student and adult ratings.
- Promptly reports major repairs needed to the School Nutrition Director.
- Immediately reports any damage to school property to the School Nutrition Director.

- Keeps an inventory of food, supplies and equipment on hand and makes requisitions to the School Nutrition Director far enough in advance to sustain a smooth-running and continuous food service program.
- Demonstrates a basic understanding of, and ability to, implement County Health regulations and MDE School Nutrition Policies/Procedures relative to their work assignments.
- Assumes other responsibilities assigned by the School Nutrition Director or Principal.

**WORK ENVIRONMENT:**

While performing duties of this job employee maybe required to walk, lift up to 100 pounds, climb, bend, reach and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a lunchroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

**EVALUATION:**

The School Nutrition Director and the Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **SOCIAL MEDIA REPORTER**

### **Job Description**

**We are looking for a talented social media reporter to create and maintain a strong, connected online presence for your school. Your role is to share the great, feel-good stories and photos of your school's students, teachers and staff through social media accounts.**

### **QUALIFICATIONS:**

- School pride that runs deep and a passion for sharing stories
- Strong interpersonal skills.
- Writing and proofreading skills.
- Strong organizational skills.
- Effective communicator and storyteller.
- Strong collaborator and a good team player.

**REPORTS TO:** School Leader and Bayleigh Ivan, Graphic Designer

### **PERFORMANCE RESPONSIBILITIES:**

- Develop original and creative content to attract more family engagement and promote our school culture.
- Writes & posts thoughtful and engaging content on school's social media platforms (Facebook, Instagram, Twitter, etc - where applicable) **at least 3 days a week. (*This includes summer months.*)**
- Ensures that all grade levels are represented in social media postings throughout the school year.
- Monitors content & conversations on Facebook, Twitter and Instagram (if applicable) ***including the response*** to comments, direct messages and questions.
- Acts as an advocate for the school's brand on Facebook, Twitter and Instagram (if applicable).
- Communicates with school administrators regarding social media progress and relationships built over social media.
- Ensures that all photos of children used in social media and the Academy website have the appropriate release form signed by a guardian.

- Demonstrates positive customer and community relations at all times with all people.
- Maintains high levels of confidentiality concerning sensitive information.
- Checks the school's Facebook Reviews page weekly and reports any offensive or poor reviews to Bayleigh and school leader.

## **SPECIAL EDUCATION TEACHER JOB DESCRIPTION**

**REPORTS TO:** School Leader  
**EMPLOYED BY:** Choice Schools Associates, L.L.C.

### **REQUIREMENTS:**

#### *Minimum Requirements:*

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Demonstrated competence as a teacher in all areas of focus.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

#### *Desired Requirements:*

- Knowledge of and skills working with At-Risk students.

### **SUPERVISES:**

Students, Paraprofessionals, volunteers, assigned support staff and Code of Student Conduct.

### **JOB GOAL:**

To provide students with a first class learning experience, contributing to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals and objectives of the Academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

#### **CURRICULUM & INSTRUCTION**

- Accepts responsibility for the achievement of students.
- Implements the program outlined in the student's IEP in the least restrictive environment.
- Prepares for annual IEPs in a timely manner (completing forms, sending invitations to attendees and scheduling meetings).

- Prepares for three-year re-evaluations in a timely manner (testing, completing forms, sending invitations to attendees and scheduling of meeting times).
- Demonstrates ability to write effective Behavior Plans.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Works cooperatively with teachers to incorporate the Academy's inclusion model.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression and student and teacher experiences in large and small groups.

#### **MAINTAIN STUDENT RECORDS**

- Evaluates all student records for current IEP needs as records arrive.
- Maintains accurate special education student records as required by law and local policy.

#### **CLASSROOM MANAGEMENT**

- Works cooperatively with parents and generates parents' confidence.
- Maintains a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

#### **STUDENT ACQUISITION & RETENTION**

- Shares responsibility for marketing the Academy in the community.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP**

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works with classroom teachers to provide resources and training to best meet student IEP needs.
- Uses technology effectively for instruction, record keeping, administrative tasks and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Displays pride in being a teacher and a member of the Academy.

#### **FACILITIES**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

#### **OTHER**

- Assumes other responsibilities assigned by the School Leader.

#### **WORK ENVIRONMENT:**

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.



**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

**EVALUATION:**

The School Leader and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

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Date Signed

**Speech Pathologist**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	Choice Schools Associates, L.L.C.
<b>CLASSIFICATION:</b>	Exempt, Full-Time or Part-Time
<b>JOB GOAL:</b>	Working in cooperation with appropriate academy supervisors, teachers, parents and students, shall be responsible for providing diagnostic and intervention services for students with speech, language and hearing disorders helping students to adjust and access the general education curriculum.

**ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

- Assess, screen, and evaluate students and effectively share results with parents and educational staff, and participate in the eligibility determination process in accordance with state in accordance with MARSE and ISD/RESA guidelines.
- Develop and implement individual Education Plans (IEPs) for students with Speech/Language impairment and assists with IEPs for students with speech/language as a service on an annual basis or according to requirements.
- Comply with all Medicaid requirements for school-based claiming, including obtaining written Medicaid consent from parents of all students served and timely filing of claims that meet Medicaid standards.
- Demonstrate knowledge of child growth and development and individual student needs by providing relevant instruction according to the IEP and educational best practices.
- Provide consultative services for school staff by sharing and demonstrating specific techniques and working with school teams to facilitate relevant and consistent interventions for targeted students.
- Maintain records and information concerning individual students in the prescribed confidential manner and using the records and information only for the purposes for which they are maintained according to FERPA guidelines.
- Provide direct and consultative therapeutic services related to expressive, receptive, and pragmatic language.
- Communicate and collaborate with parents and the school community for the purpose of fostering individual student success and growth while engaging the families in the therapy program.
- Establish and maintain cooperative professional relationships with administrative and school staff.
- Participate in various meetings for the purpose of addressing student goals and needs,

and to meet laws and policies.

- Maintain and submit information/records including student progress for all students.
- Share with other staff members the responsibility for school activities and student supervision.
- Maintain consistent attendance and conform to regular work hours specified.
- Implement and comply with Academy policies and procedures.
- Perform related duties as assigned by the administration in accordance with Academy policies and procedures.
- Use the special education management system for all IEP documents.
- Attend all special education trainings offered by Choice Schools Associates.

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

- Knowledge of subject matter/course content and resources relevant to assignment.
- Knowledge of and skills in using effective instructional strategies and practices.
- Knowledge of and skills in administering, scoring and interpreting communication assessments.
- Knowledge and understanding of child development and communication development.
- Knowledge of and skills in best practice instruction specific to various disabilities.
- Skills in managing and promoting positive student behavior.
- Skills in data analysis to assess, monitor, and inform instruction for student growth.
- Skills and abilities in organization, time management, and record keeping.
- Ability to operate a computer and the skills to learn and utilize software and other technology in instruction.
- Ability to collaborate and communicate effectively with other professionals in a team setting.
- Ability to interact positively and effectively with parents, students, staff, and administrators.
- Ability to maintain confidentiality.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Master's Degree.
- Valid State certification with appropriate licenses.
- Demonstrated competence in all areas of focus.
- Speech pathology case reporting and writing skills.
- Ability to coordinate with students, parents, and staff, individually and in groups.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Knowledge of and ability to follow and implement the IEP process.
- Knowledge of and skills working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, the Speech Pathologist will be exposed to indoor and outdoor working environments subject to bending, crouching, and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged periods of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

**EVALUATION:**

The Principal and designated Choice Schools Associates, L.L.C. employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**Teacher Assistant**

**Job Description**

**REPORTS TO:** Principal, under the supervision of the classroom Teacher  
**EMPLOYED BY:** Choice Schools Associates, L.L.C.  
**CLASSIFICATION:** Exempt or non-exempt, Full-time or part-time

**REQUIREMENTS:**

*Minimum Requirements:*

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associate's degree (or higher); or meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of and the ability to assist in, instructing reading, writing and mathematics; or
  - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Ability to communicate with students, staff and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Valid State of Michigan Teaching Certificate.
- Knowledge of and skills working with At-Risk students.
- Experience in educational setting with school-age children.

**JOB GOAL:**

Assist the classroom Teacher in providing instruction to individual or small groups, carry out appropriate classroom activities and maintain a disruption-free environment.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION**

- Assists the classroom Teacher in preparing classroom or laboratory for instruction.

- Helps the classroom Teacher prepare and distribute lesson materials.
- Instructs students under supervision of the classroom Teacher.
- Assists the classroom Teacher in maintaining individual student records when asked.
- Assists the classroom Teacher in keeping the classroom neat, clean and orderly to provide work and study areas conducive to learning.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating an atmosphere of mutual respect, independent thought and expression and student and classroom Teacher experiences in large and small groups.

#### **CLASSROOM MANAGEMENT**

- Works cooperatively with parents' and generates guardians' confidence in the classroom Teacher.
- Guides children in working and playing harmoniously with other children.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

#### **STUDENT ACQUISITION & RETENTION**

- Shares responsibility for marketing the Academy in the community.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP**

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Shares responsibility for professional, cooperative staff relations and out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Assumes other responsibilities assigned by the Principal.

**FACILITIES**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

**WORK ENVIRONMENT:**

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

**EVALUATION:**

The Principal and classroom Teacher will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed



**TEACHER**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	Choice Schools Associates, L.L.C.
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
<b>JOB GOAL:</b>	To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION**

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression and student and teacher experiences in large and small groups.

**CLASSROOM MANAGEMENT**

- Works cooperatively with guardians and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and the development of responsible citizenship.

#### **STUDENT ACQUISITION & RETENTION**

- Shares responsibility for marketing the Academy in the community.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

#### **FACILITIES**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

#### **OTHER**

- Assumes other responsibilities assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Demonstrated competence as a teacher in all areas of focus.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Knowledge of and skills working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

**EVALUATION:**

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee Date Signed

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Printed Name of Employee Date Signed

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Signature of Supervisor Date Signed

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Printed Name of Supervisor Date Signed

## **MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement (the “Agreement”) is made and entered into as of the 1st day of July 1, 2023, by and between **Choice Schools Associates, L.L.C.**, a Michigan limited liability company (“Choice”), and **Macomb Montessori Academy** (the “Academy”), a body corporate and public school academy organized under the Michigan Revised School Code (the “Code”).

**WHEREAS**, The Academy operates a public school academy pursuant to a contract dated July 1, 2023 (the “Contract”) issued by the Lake Superior State University Board of Trustees (“University Board”); and

**WHEREAS**, The Academy operates a public school academy under the direction of the Academy Board (the “Academy Board”); and

**WHEREAS**, Choice is a limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

**WHEREAS**, The Academy desires to engage Choice to perform certain services related to the Academy’s educational program and operations.

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

### **ARTICLE I**

#### **CONTRACTUAL RELATIONSHIP**

**A. Academy Authority.** The Academy has been granted the Contract by the University Board to organize and operate a public school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Academy Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Academy Board’s exercise of its statutory, contractual and fiduciary obligations governing the operation of the Academy.

**B. Delegated Authority.** Acting under and in the exercise of such authority, the Academy hereby delegates to Choice, to the extent permitted by law, specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that this Agreement is subject to all the terms and conditions of the Contract and applicable law. The Contract shall be deemed incorporated herein by this reference. In the event of any inconsistency between provisions of this Agreement and provisions of the Contract, the provisions of the Contract shall prevail.

**C. Independent Contractor.** Choice is a limited liability company of Michigan and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code and is not a division or part of Choice. The relationship between

Choice and the Academy is based solely on the terms of this Agreement. The parties to this Agreement intend that the relationship between them is that of an independent contractor, not an employee-employer relationship. The relationship between the parties was developed and entered into through arm's length negotiations and is based solely on the terms of this Agreement. Except as otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract, no agent, officer or employee of the Academy shall be determined to be an agent or employee of Choice and no agent, officer or employee of Choice shall be determined to be an agent or employee of the Academy. The Academy will be solely responsible for its acts and omissions and the acts and omissions of its agents, officers and employees and Choice will be solely responsible for its acts and omissions and the acts and omissions of its agents, officers, employees and subcontractors.

## ARTICLE II

### TERM

**A. Term.** This Agreement shall become effective July 1, 2023 (the "Effective Date") and shall cover three academic years commencing on July 1, 2023, and ending on June 30, 2026, subject to a continued Contract from the University Board and continued state per capita funding. If the Academy's Contract is extended by the Authorizer through June 30, 2028 as permitted under the Contract, then this Agreement shall extend through June 30, 2028. The parties recognize that the Authorizer may condition an extension of the Contract upon modifications to this Agreement or submission of a new Agreement. The maximum term of the Agreement shall not exceed the term of the Contract and, in no event, may extend beyond June 30, 2028.

**B. Revocation or Termination of Academy's Contract.** If the Academy's Contract issued by the University Board is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties.

## ARTICLE III

### FUNCTIONS OF CHOICE

**A. Responsibility.** Under the policy direction and general supervision of the Academy Board, Choice shall be responsible for the management, operation, administration, and education at the Academy. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program and curriculum contained in the Contract;
2. Marketing and communication plan development for Academy Board approval; the cost of implementation shall be the Academy's responsibility;
3. Budget preparation and financial management services;

4. Management of accounting and bookkeeper services;
5. Risk management;
6. Acquisition of instructional and non-instructional materials, equipment and supplies, the cost of which shall be the Academy's responsibility;
7. Selection, employment and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
8. Food service management;
9. Transportation management;
10. Facilities management, including assistance in securing funding sources for facility improvements;
11. Preparation and timely submission of required University Board, local, state and federal reports;
12. Information and technology system management;
13. Preparation of applications and reports for State and Federal grants;
14. Management of school building operations;
15. Administration of extra-curricular and co-curricular activities and programs approved by the Academy Board;
16. Preparation and implementation of administrative guidelines supporting Academy Board policy, including student codes of conduct;
17. Provisions of special education programs and services to eligible students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies.

**B. Educational Goals and Program.** Choice shall implement the educational goals and programs set forth in the Contract and established by the Academy Board including but not limited to, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (collectively the "Educational Program"). In the event that Choice determines that it is advisable to modify the Educational Program set forth in the Contract, Choice will provide written notification to the Academy Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Program shall be implemented without the prior approval of the Academy Board and the University Board. Choice shall provide the Academy Board with

periodic written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Academy Board immediately prior to the Academy Board's regular meeting in January and July each year, and at such other times as specified in Academy Board policy as the same may be changed from time to time. The Educational Program shall be in compliance with applicable state and federal laws, rules, and regulations.

**C. Subcontracts.** It is anticipated that Choice will utilize subcontracts to provide some of the services it is required to provide to the Academy, including but not limited to, transportation and/or food service. Choice shall not subcontract the management, oversight, or operation of the teaching and instructional program, without the prior approval of the Academy Board. Academy Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget. Choice will receive no additional fee as a result of subcontracting of any services. Choice remains responsible to the Academy for the services provided through subcontracting agreements. Choice shall ensure that all subcontracts comply with applicable law, including the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA") and the criminal background check provisions of the Code.

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

**E. Acquisitions.** All acquisitions made by Choice for the Academy including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy. Choice and its subcontractors will comply with all federal and state laws, including but not limited to Section 1267 and Section 1274 of the Code, rules, and regulations in addition to such policies as the Academy Board may, from time to time adopt, as if the Academy were making these purchases directly from a third party supplier and Choice will not include any fees or charges to the cost of the equipment, materials, and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

**F. Pupil Performance Standards and Evaluation.** Choice is responsible for and accountable to the Academy Board for the performance of students who attend the Academy. Choice shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract or applicable laws and such additional measures as shall be mutually agreed between the Academy Board and Choice including, but not limited to, parent satisfaction surveys.

**G. Student Recruitment.** Choice shall be responsible for the recruitment of students subject to the provisions of the Contract or applicable laws, and the policies adopted by the Academy Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. Choice shall follow all



applicable procedures and legal requirements regarding student recruitment, enrollment, and lottery management, and shall be responsible for the publication of appropriate public notices.

**H. Student Due Process Hearings.** Choice shall provide students with procedural and substantive due process in conformity with the requirements of applicable laws, rules, and regulations regarding student discipline, special education, confidentiality, and access to records, to an extent consistent with the Academy's own obligations. The Academy Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

**I. Legal Requirements.** Choice shall provide educational programs that meet the requirements under the Contract and applicable law unless such requirements are or have been waived by the Academy and the University Board, as applicable.

**J. Rules and Procedures.** The Academy Board shall consider, adopt and conduct its operations in conformity with policies and procedures applicable to the Academy, and Choice is directed to enforce the policies and procedures adopted by the Academy Board. Choice shall assist the Academy Board in its policy-making function by recommending the adoption of reasonable policies and procedures applicable to the Academy.

**K. School Year and School Day.** The school year and the school day shall be as provided in the Contract and as defined annually by the Academy Board in compliance with applicable law.

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

**M. Contract with Lake Superior State University.** Choice 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 University Board, including all schedules attached thereto and policies referenced therein, as they may be amended. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. Choice agrees to assist the Academy in complying with all of the Academy's reporting, recordkeeping, and other obligations under the Academy's Contract. Choice shall not act in a manner that will cause the Academy to be in breach of its Contract. Any action or inaction by Choice that causes the Contract to be in jeopardy of termination is a material breach of the Agreement. In addition, a failure of Choice to perform reasonably the functions set forth in Article III may be considered a material breach of this Agreement.

**N. Additional Programs.** The services provided by Choice to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Academy may decide to provide additional programs, including but not limited to summer school. Any revenues collected from such programs will go directly to the Academy. The Academy may also purchase additional services from Choice at a mutually agreeable cost. Such additional services purchased by the Academy from Choice shall be documented in writing as an amendment to this Agreement subject for review by the University Board.



**O. Annual Budget Preparation.** Choice will provide the Academy Board with a proposed annual budget that shall conform to the Michigan Public School Accounting Manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form satisfactory to the Academy Board and in compliance with the Contract. The budget shall contain reasonable detail as requested by the Academy Board and as necessary to comply with the public accounting standards applicable to public schools and applicable law. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Academy Board for approval not later than thirty (30) calendar days prior to the date when the approved budget is required to be submitted to the University Board. Choice may not make deviations from the approved budget without the prior written approval of the Academy Board.

**P. Compliance with Section 503c.** On an annual basis, Choice agrees to provide the Academy Board with the same information that a school district is required to disclose under section 503c of the Code, MCL 380.503c or under section 18(2) of the State Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information under section 18(2), the Academy Board shall make the information available on the Academy's website, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

**Q. Compliance with the Contract.** Choice shall make information concerning the operation and management of the Academy, including without limitation the information described in the Contract, including all exhibits, schedules, etc., available to the Academy as deemed necessary by the Academy Board, in order to enable the Academy to fully satisfy its obligations under the Contract.

**R. Suspension and Debarments List.** Federal agencies are required to award contracts only to presently responsible sources and cannot award funds to entities that have been suspended or debarred from doing business with the federal government. The Academy is a recipient of federal funding and Choice is required to refrain from any action that will result in being suspended or debarred. Choice certifies and affirms that it is not included on the federal Suspension and Debarments list of Excluded Parties List; nor is Choice affiliated with any party that is included on the federal Suspension and Debarments list of Excluded Parties List.

**S. Personally Identifiable Information.** Choice agrees to treat all personally identifiable information ("PII") received from the Academy or from students confidentially and securely, in compliance with all applicable laws and regulations related to protecting the privacy of PII, including without limitation the Family Education Rights and Privacy Act ("FERPA"), the Michigan Revised School Code, and Section 5 of Michigan's Student Online Personal Protection Act, MCL 388.1295. Except as permitted under the Code, Choice shall not sell or otherwise provide to a for-profit business entity any PII that is part of an Academy student's education records. If Choice receives information that is part of an Academy student's education records,

Choice shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms “educational records” and “personally identifiable information” shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136. In addition, Choice will maintain a documented security program that incorporates appropriate, commercially reasonable, and industry-standard security measures to protect such PII. Choice will notify the Academy of any security breach that impacts PII received from the Academy or from students within a commercially reasonable time after discovery and will provide regular status updates until the breach is resolved. After final resolution of the breach, Choice will provide the Academy with a final incident report.

**T. Data Security Breach.** Choice shall promptly report to the Academy Board, not later than the first business day following discovery, any use or disclosure of PII from the Academy’s education records or other information not suitable for public release (collectively, Covered Data or Information (“CDI”)) that is not authorized by this Agreement or applicable law. Choice agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Choice has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, Choice has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action Choice has taken or shall take to prevent future similar unauthorized use or disclosure. Choice shall provide such other information as reasonably requested by the Academy Board. Choice shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

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

## ARTICLE IV

### OBLIGATIONS OF THE ACADEMY BOARD

**A. Academy Board Policy Authority.** The Academy Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials, and equipment. The Academy Board shall exercise good faith in considering the recommendations of Choice on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets subject to the constraints of law and the requirements of the Contract. Failure of Choice and the Academy Board to agree on educational policies is grounds for termination of the Agreement by either party.

**B. Building Facility.** The Academy Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract.

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

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

**E. Legal Counsel.** The Academy Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement, and applicable law.

**F. Audit.** The Academy Board shall select and retain an independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law. Choice may not select, retain, evaluate, or replace the independent auditor for the Academy.

**G. Budget.** The Academy Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of Choice, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Academy Board's legal counsel and consultants, recording secretary and any other such costs necessary for Academy Board operations. Choice may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Academy Board in the form of an approved amendment of the budget in accordance with applicable law and the Contract. In addition, the Academy Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Academy Board.

**H. Academy Funds.** The Academy Board shall determine the depository of all funds received by the Academy. The Academy Board Treasurer shall direct that all funds received by the Academy shall be initially deposited in the Academy's depository account, as required by applicable law. Signatories on the depository account shall only be current Academy Board members properly designated annually by Academy Board resolution. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to Choice to fulfill its obligations under this Agreement.

**I. Governmental Immunity.** The Academy Board shall determine when to assert, waive or not waive its governmental immunity. Nothing in this Agreement is intended to, nor shall it be construed, as a relinquishment or waiver by the Academy Board of any immunity from action or liability.

**J. Contract with University Board.** The Academy Board will not act in a manner that will cause the Academy to be in breach of its Contract with the University Board.

**K. Evaluation of Choice.** The Academy Board will evaluate the performance of Choice each year to provide Choice with an understanding of the Academy Board's view of its performance under this Agreement. A preliminary evaluation will normally occur in December of each year followed by a year-end evaluation in June. The Academy Board will determine the format to conduct this evaluation. Special evaluations may occur at any time if requested by the Academy Board.

**L. Chief Administrative Officer.** Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer for the Academy. If the Academy employs a superintendent, then the Academy Board may designate the superintendent as the Chief Administrative Officer of the Academy. If the Academy contracts with a superintendent, then the Academy Board shall designate an Academy Board member as the Chief Administrative Officer of the Academy. Neither Choice nor any Choice owner, officer, director, employee or agent shall be designated as the Chief Administrative Officer of the Academy, but a Choice employee may assist an Academy Board member who is the Chief Administrative Officer in carrying out their responsibilities.

## ARTICLE V

### FINANCIAL ARRANGEMENT

**A. Primary Source of Funding.** As a Michigan public school academy, the primary source of funding for the Academy is state school aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

**B. Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Academy Board and Choice shall endeavor to obtain revenue from other sources. In this regard:

- (i) The Academy and/or Choice shall solicit and receive donations consistent with the mission of the Academy.
- (ii) The Academy and/or Choice may apply for and receive grant money, in the name of the Academy. Choice shall provide advance notification to the Academy Board of any grant applications it intends to make and receive the approval of the Academy Board for the application prior to filing or submitting the grant application.

- (iii) To the extent permitted under the Code, Choice may charge fees to students for extra services such as summer programs, after school programs, and athletics and charge non-Academy students who participate in such programs approved by the Academy Board.

All funds received by Choice or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing as an amendment to this Agreement.

**C. Compensation for Services.** For the term of this Agreement, the Academy shall pay Choice an annual fee. This annual fee shall be calculated as follows: The annual fee to be paid for services performed between July 1, 2023 through June 30, 2026 shall be ten (10.00%) percent of all annual gross revenues. For purposes of this Section, the term “gross revenues” means the sum of (a) the amount of all payments applicable to a school year that the Academy receives directly or indirectly under Article V, Paragraph A plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by Choice and which are to be expended during that school year. Gross revenue does not include any local revenue, currently classified under function codes 128 to 199 of the State of Michigan Uniform Chart of Accounts, and as may be amended or revised. Choice’s annual fee shall be paid in twelve (12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment is to be paid will coincide with the timing of any state school aid payment from the State of Michigan to be received in that month. In months where no state school aid payments are to be received, the day of the month when that monthly installment will be due will be mutually agreed upon by the parties after taking into consideration available year-end funds and the timing of funds to be made available from state school aid anticipation notes or other sources. All installments of the annual fee for the 2025-2026 school year shall be paid by June 30, 2026 if this Agreement is not extended beyond the scheduled termination date. The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances make payment of the entire annual fee inappropriate..

**D. Reasonable Compensation.** The parties wish to satisfy the requirements of Rev. Proc. 97-13 so that the provision of Choice’s services under this Agreement does not cause the Academy’s facilities to be treated as used in a private business use under Section 141(b) of the Internal Revenue Code of 1986, as amended. Choice’s compensation under this Agreement is reasonable compensation for services rendered. Choice’s compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

**E. Payment of Educational Program Costs.** In addition to the Academy’s obligation to reimburse Choice for the compensation of certain of its employees under Article VI, Sections (B), (C), and (D), all costs reasonably incurred within Academy Board approved budget parameters in providing the Educational Program at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional development and training, textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, building payments, maintenance, utilities, capital improvements, graphic design, special education supervision and appeals, and marketing and development. Marketing and development costs charged to the Academy shall be



limited to those costs specific to the Educational Program and shall not include any costs for the marketing and development of Choice. The Academy Board shall pay or reimburse Choice monthly for approved fees and expenses upon properly presented documentation and approval by the Academy Board, at its next regularly scheduled meeting. At its option, the Academy Board may advance funds to Choice for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification at its next regularly scheduled meeting. In paying costs on behalf of the Academy, Choice shall not charge an added fee. Any costs reimbursed to Choice that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by Choice.

**F. Choice Costs.** The annual fee to be paid to Choice set forth in Article V, Section C is intended to compensate Choice for all expenses it incurs for administrative and financial services it is required to provide under this Agreement, including but not limited to, expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, legal services for Choice related issues, management and budgeting services, and administrative services. Choice will provide sufficient professional and non-professional staff in these areas, who shall be compensated by Choice. In addition, the annual fee is intended to compensate Choice for all costs incurred by Choice to provide these services. The annual fee does not include payments for Choice personnel provided pursuant to Article VI, Sections (B), (C), and (D), the cost of which will be reimbursed in accordance with Article VI, Section (A) nor does it include legal services related to special education appeals or Academy related matters. Additionally, no corporate costs of Choice shall be charged to, or reimbursed by the Academy.

**G. Choice Legal Services.** The annual fee set forth in Article V, Section (C) is intended to compensate Choice for routine legal fees it incurs to receive advice regarding the scope of its obligations under state and federal law to provide the administrative and financial services Choice is required to provide under this Agreement. The annual fee does not cover non-routine legal services, including but not limited to the legal fees and costs associated with the appointment of special education hearing officers and the engagement of counsel to represent the Academy in legal or administrative proceedings, which are the responsibility of the Academy. The Academy Board shall at all times retain the sole authority and discretion to engage independent legal counsel.

**H. Other Public School Academies.** The Academy acknowledges that Choice has entered or will enter into management agreements with other public school academies. Choice shall separately account and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

**I. Financial Reporting.** On not less than a monthly basis, Choice shall provide the Academy Board with monthly financial statements that shall include a balance sheet, an object level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of the variances of expenditures for review and approval by the Academy Board. This report shall explain any variances from the approved budget and shall contain recommendations for necessary budget corrections. The

foregoing presentation shall be in a form and format acceptable to the Academy Board and shall be provided to Academy Board members not less than five (5) business days prior to the Academy Board meeting at which the information will be considered in the Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. Choice shall provide special reports as necessary to keep the Academy Board informed of changing conditions. All finance and other records of Choice related to the Academy will be made available to the Academy, the Academy's independent auditor, or the University Board upon request.

**J. Operational Reporting.** At least four (4) times per year Choice will provide the Academy Board with comprehensive written reports detailing Academy operations, finances, and student performance. In order to enable the Academy Board to monitor Choice's educational performance and the efficiency of its operation of the Academy, upon the request of the Academy Board, Choice will provide written reports to the Academy Board on any topic of Academy activity or operations which are consistent with this Agreement. These special reports will be provided in a timely fashion, at a date mutually agreed upon by the Academy Board and Choice.

**K. Audit Report Information.** Choice will make all of its financial and other records related to the Academy available to the Academy, the Academy's independent auditor, and the University Board's designee upon request.

**L. Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements, or other financing agreements between the Academy and Choice shall be contained in a document separate from this Agreement, and shall be separately approved by the University Board, and shall comply with all applicable law, the Contract issued by the University Board, and any applicable policies created by the University Board and/or the Lake Superior State University Charter Schools Office.

**M. Access to Records.** Choice shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial, educational, and student records prepared by or in the possession of Choice, and retain all of these records for a period as required by Bulletin 1022 of Michigan's Record Retention Schedule or applicable law, whichever period is the longest, from the close of the fiscal year to which such books, accounts, and records relate. Choice shall further make information concerning the operation and management of the Academy, including but not limited to, information required to be kept by the Contract with the University Board, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract with the University Board. Financial, educational, operational and student records that are now or may in the future come into the possession of Choice remain Academy records and are required to be returned by Choice to the Academy upon demand. Choice and the Academy shall maintain the proper confidentiality of personnel, student, and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are Academy property and are public records subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act. This Agreement shall not be construed to restrict the University Board's, or the

public's access to these records under the Freedom of Information Act or the Contract except to the extent permitted by law.

**N. Access to Confidential Information.** Choice, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Academy's Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 U.S.C. §1232g, 34 C.F.R. §99, FERPA to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of PPI from education records, and who is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and redisclosure of PPI from education records. The Academy Board designates Choice and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. Choice and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Except as set forth in this Paragraph or as expressly acknowledged in writing by the Academy Board, no employee of Choice shall be deemed to be an agent of the Academy. During the term of this Agreement, the Academy may disclose, and Choice and its officers, directors, employees and designated agents may have access to, confidential information to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d-13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. Choice agrees that it shall comply with all applicable law regarding the safeguarding of the confidentiality of such information.

## **ARTICLE VI**

### **PERSONNEL AND TRAINING**

**A. Personnel Responsibility.** Choice is responsible for providing the Academy with a School Administrator and qualified teaching, food service, secretarial, maintenance, and transportation staff to operate the Academy within the staffing levels approved by the Academy Board in its annual budget. Choice shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Academy Board employees, if any, consistent with state and federal law and the provisions of this Agreement. With the exception of Academy Board employees, if any, Choice shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, payroll taxes, social security contributions, unemployment costs, workers compensation costs, and



liability insurance costs. Choice is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether Choice receives an advancement of its costs or the payment of services from the Academy. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Choice shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Choice will provide the Academy Board with a detailed listing of the actual wages, salaries, fringe benefits, social security contributions, unemployment costs, and workers compensation costs for all employees of Choice who will be assigned to provide services at the Academy. The Academy Board will pay Choice for the cost of the actual wages, salaries, fringe benefits, social security contributions, unemployment costs, and workers compensation costs of employees assigned to the Academy not later than three (3) business days before that compensation is due to the employees or to other entities to be paid to provide these benefits, provided that these costs are not higher than anticipated and approved in the annual budget. Alternatively, the Academy Board may advance funds to Choice for the cost of the wages, salaries, fringe benefits, social security contributions, unemployment costs and workers compensation costs of employees assigned to the Academy provided that documentation for the fees and expenses are provided for Academy Board review at its next regularly scheduled Academy Board meeting and are consistent with budget allocations. Choice is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether Choice receives an advancement of its costs or the payment of services from the Academy. At the request of the Academy Board, Choice will provide payroll services for employees of the Academy Board. In accordance with applicable law, Choice will be responsible for completing a pre-employment background check (including criminal history record information, criminal background, and unprofessional conduct check) for any employee assigned to work at the Academy. Choice will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including statutorily required criminal history, criminal background and unprofessional conduct checks) consistent with Michigan State Police guidelines and credential verification, and, a pre-employment physical if appropriate. Choice agrees that any non-compete, no-hire or similar provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum. Choice will comply with the requirements of applicable law, including but not limited to section 1249 of the Code, MCL 380.1249, regarding the evaluation of its employees based in part upon data on student growth and the establishment of employee compensation levels that include job performance and job accomplishments as a significant factor. In the event that an employee hired by Choice is retired under the Michigan Public School Employees Retirement Act, Choice will comply with any applicable notice and reporting requirement.

**B. School Administrators.** Choice shall provide the Academy with School Administrators who shall be responsible for the daily operational control of the Academy and to make recommendations to Choice regarding employees to be assigned to the Academy. Choice will have the authority, consistent with state law, to select and supervise the School Administrators and to hold them accountable for the success of the Academy. The School Administrators will be Choice employees, but the individual selected by Choice must be acceptable to the Academy Board. Choice will inform the Academy Board prior to hiring the School Administrators and will consult with the Academy Board prior to taking any action that would alter the employment status of the School Administrators. At the request of the Academy

Board, Choice will summarize the performance evaluations and effectiveness of the School Administrators with the Academy Board. Upon receipt of written notification indicating that the Academy Board is not satisfied with the performance of a School Administrator, Choice will provide a replacement School Administrator if the performance problems are not resolved. The Academy Board will reimburse Choice for any reasonable costs associated with the termination of the School Administrator during a school year, at the Academy Board's request, provided that the amount of the costs to be reimbursed shall not exceed three (3) months of the School Administrator's salary and fringe benefits. The employment contract with the School Administrators and the duties and compensation of the School Administrators shall be determined by Choice. School Administrators shall be assigned to the Academy on a full-time basis and shall not provide services to any other school or Academy, without the prior written approval of the Academy Board. If Choice chooses to execute an employment agreement with the School Administrator that has a term longer than one year, the Academy Board reserves the right to have the School Administrator placed elsewhere by Choice if the Academy Board is dissatisfied with that individual's performance at the end of any school year and will be considered a non-renewal rather than a termination for purposes of this Agreement.

**C. Teachers.** As part of the annual budgeting process, Choice shall make a recommendation to the Academy Board regarding the number of teachers required for the operation of the Academy pursuant to the Contract and applicable law. Choice shall provide the Academy with such teachers, qualified in the grade levels and subjects, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed in the Contract. Such teachers may, in the discretion of Choice, work at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, such teachers may also work at other schools operated by Choice. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate or temporary special permit issued by the State Board of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act of 2015 or other applicable laws, rules and regulations. If Choice chooses to execute contracts with teaching staff that have a term of longer than one (1) year, the Academy Board reserves the right to have teachers placed elsewhere by Choice if the Academy Board is dissatisfied with their performance at the end of any school year. Teachers employed by Choice shall not be considered teachers for purposes of continuing tenure under MCL 38.71 et. seq.

**D. Support Staff.** As part of the annual budgeting process, Choice shall make a recommendation to the Academy Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. Choice shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy Board. Such support staff may, in the discretion of Choice, work at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, such support staff may also work at other schools operated by the Choice. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act of 2015 or other applicable law. Choice will provide annual performance reviews of the performance of support staff to the Academy Board. If Choice chooses to execute contracts with support staff that have a term of longer than one year, the Academy Board reserves the right to have support staff placed elsewhere by Choice if the Academy Board is dissatisfied with their performance at the end of any school year.

**E. Training.** Choice shall provide training to the School Administrators, teachers, and paraprofessionals on a regular and continuing basis and shall insure that they receive all training required by law and the policies of the Academy Board. The School Administrators, teachers, paraprofessionals, and other support staff employees shall receive such other training as Choice determines is reasonable and necessary under the circumstances within the Academy Board approved budget.

## **ARTICLE VII**

### **TERMINATION OF AGREEMENT**

**A. Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that Choice fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) calendar days after notice from the Academy. A material breach is a failure by Choice to carry out its responsibilities under this Agreement and may include but is not limited to: (1) failure to account for its expenditures or to pay operating costs (providing funds are available to do so); (2) failure to follow policies or procedures duly adopted by the Academy Board; (3) failure to follow the Educational Program; (4) a violation of the Contract, applicable law; or (5) any action or inaction by Choice that is not cured within sixty (60) days of notice thereof which causes the Contract to be revoked, terminated, suspended, or which causes the Contract to be put in jeopardy of revocation, suspension or termination by the University Board. In order to terminate this Agreement for cause, the Academy Board is required to provide Choice with written notification of the facts it considers to constitute a material breach and the period of time within which Choice has to remedy this breach not to exceed sixty (60) calendar days following written notice to Choice. After the period to remedy the material breach has expired, the Academy Board may terminate this Agreement by providing Choice with written notification of termination. The Academy and Choice will make every effort necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then current school fiscal year.

**B. Termination by Choice for Cause.** This Agreement may be terminated by Choice for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) calendar days after notice from Choice. A material breach is a failure by the Academy to carry out its responsibilities under this Agreement and may include, but is not limited to, (1) a failure to make timely payments to Choice as required by this Agreement, (2) a failure to give consideration to the recommendations of Choice regarding the operation of the Academy, (3) a violation of the Contract or of applicable law or (4) any action or inaction by the Academy that places the Contract in jeopardy of suspension, revocation, reconstitution or termination. In order to terminate this Agreement for cause, Choice is required to provide the Academy Board with written notification of the facts it considers to constitute a material breach of this Agreement and the period of time within which the Academy has to remedy this breach, not to exceed sixty (60) calendar days. After the period of time to remedy the material breach has expired, Choice may terminate this Agreement by providing the Academy Board with written notification of termination. The Academy and choice will make every effort

necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then current school fiscal year.

**C. Termination by Either Party Without Cause.** If Choice and the Academy Board are unable to agree on Educational Programs, curriculum, or other educational policies that affect the Academy in a significant way, either party may elect to terminate this Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least sixty (60) calendar days prior to the termination date.

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

**E. Change in Law.** If any federal, state, or local laws, rules or regulations, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request a renegotiation of the Agreement. If the parties are unable or unwilling to renegotiate the terms within ninety (90) calendar days after the written notice, the party requesting the renegotiation may terminate this Agreement on thirty (30) calendar days further written notice.

**F. Rights to Property Upon Termination.** Upon termination of this Agreement, all equipment, whether purchased by the Academy or by Choice with state school aid funds or other funds secured by or for the Academy, shall remain the exclusive property of the Academy. Choice shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by Choice with funds other than those paid to Choice under Article V, Section (C). Fixtures and building alterations shall become the property of the Academy.

**G. Mid-Year Transition.** The Academy and Choice agree that mid-year terminations should be avoided if possible and endeavor to take reasonable efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then current school fiscal year. If a breach cannot be remedied, the Academy Board and Choice agree to work cooperatively to transition management and operations of the Academy without disrupting the Academy’s operations. Choice shall perform this transition in a similar manner as described under Article VII, Section (J) based upon completion of the then-current school period.

**H. Transition.** Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Choice shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy’s records for transition to the new ESP, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all

property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to Choice, if any; (v) the amount owed by Choice to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the cause of a school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Choice to the Academy.

**I. Site Closure.** 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, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Choice shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

## **ARTICLE VIII**

### **PROPRIETARY INFORMATION**

**A. Choice Proprietary Information and Academy Rights of Use.** Choice shall own all copyright and other proprietary rights to all instructional materials, educational materials, training materials, curriculum, and lesson plans, and any other materials developed by Choice, its employees, agents or subcontractors, or by any individual working for or supervised by Choice that: (i) were not directly developed exclusively by staff working at the Academy; or (ii) were paid for by Choice with Choice funds. The Academy shall have an ongoing right to use, at no cost, all such materials in use as of the termination of this Agreement.

**B. Academy Proprietary Information and Choice Rights of Use.** The Academy shall own all copyright and other proprietary rights to all instructional and educational materials, training materials, curriculum and lesson plans, and any other materials (i) developed exclusively by staff working at the Academy; or (ii) both directly developed and paid for by the Academy; or (iii) developed by Choice, at the direction of the Academy Board with Academy funds. Choice shall have an ongoing right to use, at no cost, all such materials developed during the term of this Agreement.

**C. Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to Lake Superior State University, Macomb ISD, and the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Section 505(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. Any educational materials and teaching techniques developed by Choice and/or used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.



**D. Marks.** The Academy and Choice shall provide written notice to the other party regarding the existence of any trademarks, service marks, mascot, or other identifying symbols (“Marks”) that they consider to be proprietary in nature. Execution of the Agreement satisfies this notice requirement as to each party’s name and the Academy’s logo. The Academy and Choice agree not to use Marks of the other party without the prior written approval.

## **ARTICLE IX**

### **INDEMNIFICATION**

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

**B. Limitations of Liabilities.** The Academy may assert or not assert, waive or not waive, all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

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

**D. Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless Choice, and Choice’s Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which Choice may incur and which arise out of the negligence of the Academy Board or its directors, officers, employees, agents or representatives. To the extent permitted by law, Choice shall indemnify and hold harmless the Academy, and the Academy Board, its directors, and individual Academy Board members, officers, employees, agents or representatives, from any and all claims and liabilities

which the Academy may incur, and which arise out of the negligence of Choice's directors, officers, employees, agents or representatives.

**E. Indemnification of Lake Superior State University.** The parties acknowledge and agree that the University Board, 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, Choice 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 University Board's approval of the Academy's application, the University Board's consideration of or issuance of a Contract, Choice'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 Choice, or which arise out of the failure of Choice to perform its obligations under the Contract, this 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 Choice to enforce its rights as set forth in this Agreement.

## **ARTICLE X**

### **INSURANCE**

**A. Insurance of the Academy.** The Academy shall purchase its own insurance policy and shall secure and maintain such policies of insurance as required by the Michigan Universities Self Insurance Corporation ("M.U.S.I.C."). This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of Choice required by this Agreement. The Academy shall, upon request, present evidence to Choice that it maintains the requisite insurance in compliance with the provisions of this paragraph. Choice shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

**B. Insurance of Choice.** Choice shall secure and maintain such policies of insurance as required by the Contract and M.U.S.I.C. In the event the University Board or M.U.S.I.C. requests any change in coverage by Choice, Choice agrees to comply with the change in the type or amount, as requested, within thirty (30) days after notice of the insurance coverage change. Choice's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. Choice shall, upon request, present evidence to the Academy and the University Board that it maintains the requisite insurance in compliance with the provisions of this Paragraph. The Academy shall comply with any information or reporting requirements applicable to Choice under Choice's policy with its insurer(s), to the extent

practicable. Choice's cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by Choice.

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

## **ARTICLE XI**

### **MISCELLANEOUS**

**A. Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Choice on the subject matter hereof.

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

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

If to Choice:	Choice Schools Associates, LLC Attn: Sarah Wildey 5251 Clyde Park Ave SW Wyoming, MI 49509
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If to Academy:	Macomb Montessori Academy Attn: Academy Board President 14057 E 9 Mile Rd. Warren, MI 48089
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A courtesy copy of the notice shall also be provided to the legal counsel of the party to be served, if known.

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

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

**F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Academy Board and

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Choice, and signed by a duly authorized officer. In addition, any modification of or amendment to this Agreement must comply with any applicable policies of the University Board and the Academy Board must also secure the approval of the University Board before any modification or amendment to this Agreement can become effective.

**G. Non-Waiver.** No failure of a party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

**H. Assignment.** Choice may assign this Agreement only with the prior written approval of the Academy Board and in compliance with applicable University Board policies.

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

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

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

**L. Warranties and Representations.** The Academy and Choice each represent (1) that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (2) that its actions have been duly and validly authorized, and (3) that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

**M. Dispute Resolution Procedure.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such arbitration proceedings shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Grand Rapids, Michigan. The arbitrator shall be required to issue a cause opinion with a written explanation as to the final decision. This cause opinion shall be made available to the University Board or to the Lake Superior State University Charter Schools Office upon request. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The cost of the arbitrator and the location of the arbitration shall be split between the parties. Each party shall be responsible to pay its own costs and attorneys' fees for the arbitration. The arbitrator shall have no authority to order the losing party to pay the prevailing party's costs and attorneys' fees.

**N. Modification to Conform to Changed University Board Policies.** The parties intend that this Agreement shall comply with Lake Superior State University Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in Lake Superior State University Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) calendar days after being advised of such conflict.

## **ARTICLE XII**

### **MATTERS RELATED TO REVENUE PROCEDURES 2017-13**

A. Choice's compensation under the Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;

B. The Agreement does not pass along to Choice the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;

C. The term of the Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options;

D. The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and

E. Choice is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

Further, with regard to governance;

A. None of the Academy Board Members serve as a director, officer, shareholder, partner, member, or employee of Choice;

B. The Academy Board does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of Choice's governing body; and

C. The chief executive officer of Choice is not the chief executive officer of the Academy or any of the Academy's related parties (as defined in §1.150-1(b)).

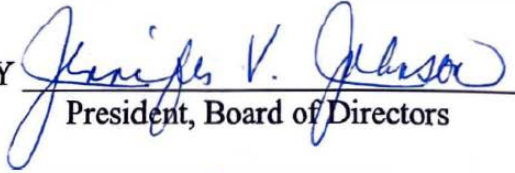
The parties have executed this Agreement as of the day and year first above written.

CHOICE SCHOOLS ASSOCIATES, L.L.C.

BY 

Date: 2/28/2023

MACOMB MONTESSORI ACADEMY

BY   
President, Board of Directors

Date: 2/27/2023

**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

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

Physical Plant Description ..... 6-1

Floor Plan..... 6-3

Certificate of Use and Occupancy ..... 6-4

Lease ..... 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 Macomb Montessori Academy ("Academy") is as follows:

Address: 14057 East Nine Mile Road  
Warren, MI 48089

Description: The Academy is a one-story building with approximately 20 classrooms, offices, and two common use spaces.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through sixth grade.

Name of School District and Intermediate School District:

Local: Warren Consolidated Schools

ISD: Macomb Intermediate School District

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 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.

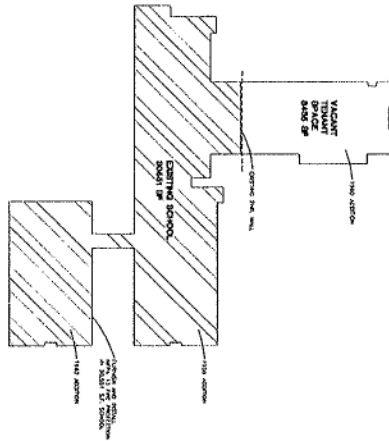
5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's 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.

# KEY PLAN

SCALE: NONE



1 EXISTING FLOOR PLAN  
A1 SCALE: 1/8" = 1'-0"



## MACOMB MONTESSORI ACADEMY

14057 East Nine Mile  
Warren, Michigan

## RICHARD POSTEMA ASSOCIATES

ARCHITECTS, DESIGNERS, & ENGINEERS  
1500 4TH ST., N.W.  
GRAND RAPIDS, MI 49503-1000







# CERTIFICATE OF USE AND OCCUPANCY

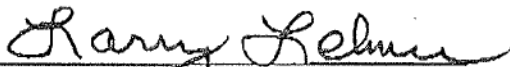
## PERMANENT

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. B035602  
Macomb Montessori Academy  
14057 E 9 Mile  
Warren, Michigan  
Macomb County

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

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

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

April 21, 2014



## LEASE

THIS LEASE (the "Agreement") made this 1st day of March, 2023, between the ST. PAUL CHILD DEVELOPMENT CENTER, a Michigan non-profit corporation, ("CENTER") of 15325 Gratiot Avenue, Detroit, MI 48205 and MACOMB MONTESSORI ACADEMY ("MMA") of 14057 East Nine Mile Road, Warren, Michigan 48089, a Michigan public school academy, operating under a Contract ("Charter") issued by the Lake Superior State University Board of Trustees (the "Authorizer").

No provision of this Agreement shall interfere with the Academy' Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act. Nothing in this Agreement shall require the Academy Board to assert, waive or not waive its governmental immunity.

1. Leased Premises. CENTER leases to MMA the real property situated in the County of Macomb, City of Warren, commonly known as the former St. Leonard Campus (including the St. John's Deaf Center building and shared use of the sanctuary), located at 14057 East Nine Mile Road, Warren, MI 48089 as shown on Exhibit A attached hereto.

All lease and physical plant records of the Lessor related to the Academy will be made available to the Academy's independent auditor and to the Authorizer.

2. Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, subject to the following provisions. The term of this Agreement shall not be longer than the Term of the Academy's Charter. In the event the Academy's Charter is revoked, suspended, terminated, or expires by its terms, this Agreement and all obligations hereunder shall immediately terminate.

3. Rental. The rental for each school year shall be 10% of unrestricted State School Aid for a population of up to 200 students and 8% of unrestricted State School Aid for any additional students above 200. Rent shall be paid within 15 days after the monthly distribution from the Michigan Department of Education. No security deposit has been required, nor has there been any prepaid rent. Other than the rental and other fees specifically described herein, there shall be no add-on fees charged by the CENTER to the Academy for use of the premises.

4. Signage. MMA may establish signage at its own expense subject to the prior approval of CENTER which shall not be unreasonably withheld.

5. Parking. The parking lot designated on Exhibit A will be available for non-exclusive use by MMA. In the event the parking lot is used by another party approved by the Lessor, MMA will be notified prior to use to ensure the safety of students and staff.

6. Snow Removal. MMA shall be responsible for the cost of the snow removal from the parking lot.

7. Restricted Use. The leased premises shall be used solely for MMA's and Second Home Child Development Center, LLC's educational purposes and as required by covenants and

restrictions of records. MMA agrees that it will not allow use of the premises by or for any group, organization, or program which CENTER reasonably finds to be objectionable. No party other than the Academy and Second Home Child Development Center, LLC, shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the LSSU Charter Schools Office Director 30 days prior to such occupancy.

8. Assignment and Subletting. This lease shall not be assigned, nor shall any part of the leased premises be sublet by MMA; except, however, MMA may sublet or otherwise allow Second Home Child Development, LLC to use and occupy the premises during the term of this lease.

9. Utility Services. MMA covenants and agrees that it will make payment when due for any and all taxes and public utilities used or consumed on said premises during the term of this lease term. Any changes or modifications to the existing telephone or communication service to the building shall be the sole responsibility of MMA and shall be done only by the express written consent and approval of CENTER.

10. Repairs and Maintenance. MMA shall provide all janitorial and mechanical maintenance services and shall be responsible for all other repairs due to building usage. MMA shall use all reasonable precautions to prevent waste, damage or injury to the leased premises. MMA shall be responsible for any damage done to the premises outside ordinary and normal wear and tear.

11. Improvement by Lessee. All alterations, modifications, or improvements made to the leased premises above shall be at MMA's expense and only on the prior written consent of the CENTER, and all improvements placed on or in the leased premises, whether heretofore or hereafter, by MMA and affixed to the leased premises shall become the property of CENTER and remain on the leased premises at the termination of the lease. The CENTER agrees to cooperate with MMA regarding modifications to the existing facility and to secure fire marshal approval for use as a school building. On surrender of the premises, or upon termination of the terms of the lease, whichever shall occur earlier, MMA shall repair all damages to floors, walls, ceilings, and other parts of the premises occasioned by the installation or removal of fixtures installed by MMA, shall remove all debris, rubbish and waste materials therefrom and shall restore the premises to the same condition as when taken except in respect to improvements made thereto with CENTER's consent and except for normal wear and tear.

Notwithstanding the foregoing, (a) any fixtures purchased with the Academy's funds are deemed to be owned by the Academy; and (b) if the Academy makes any improvements to the facility, the Academy shall recoup those investments if the Lease is terminated by the Lessor without cause prior to the conclusion of the Term. In the event the CENTER procures equipment, materials and supplies at the request of or on behalf of the Academy, (a) the CENTER will comply with the competitive bidding requirements under applicable law and (b) the CENTER will not add fees or charges to the cost of such equipment, materials, and supplies purchased from third party parties (except that Lessor may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).

Notwithstanding the foregoing, in the event any governmental agency or authority, other than a party hereto, requires any repairs, alterations, modifications or improvements to the premises because of or resulting from MMA's use of the premises, such repairs, alterations, modifications or improvements shall be made by MMA with CENTER's prior consent at the expense of MMA. MMA takes the leased premises "as is" in its present condition.

12. Eminent Domain

(a) In the event that any part of the leased premises shall be taken by exercise of the power of eminent domain (including governmental purchase in lieu of completion of bona fide condemnation or eminent domain proceeding theretofore actually threatened or instituted) the rent payable thereafter shall be decreased in proportion to the amount or portion of the said premises as shall be taken under such proceedings; provided, if all such premises shall be so taken, or if the taking shall preclude MMA from utilizing reasonably the leased premises as contemplated in Paragraph 1 hereof, this lease shall terminate at the time possession must be surrendered and MMA shall be relieved of all future rental payments provided for herein; provided, further, CENTER shall not voluntarily sell the leased premises or any part thereof in connection with any such proceeding that may be threatened or instituted without giving MMA the opportunity to resist such condemnation at the latter's expense, in which case CENTER shall resist such proceeding (if requested so to do by MMA) at MMA's expense in the court or forum having jurisdiction thereof.

(b) In no event shall MMA have the right to compensation for the value of the term, its rights being solely those of reduced rent or termination as set forth in subparagraph (a) of this Paragraph 12.

13. Public Liability; Insurance and Indemnity. To the extent permitted by applicable law, MMA shall indemnify, defend and save harmless the CENTER from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use or occupancy or negligence by or of the MMA or any of its agents, servants, visitors, licenses, or employees occurring during the leased term or any extended term; and in case any action or proceeding be brought against CENTER by reasons of any such claim, MMA on timely notice from CENTER shall resist or defend such action or proceedings by counsel selected and engaged by MMA, which shall include the taking of all permissible appeals, unless full release of CENTER is obtained by way of settlement or compromise at the expense of MMA or its insurance carrier.

MMA shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in, or about the premises and on, in or about the adjoining streets, property and passageways, such insurance to afford minimum protection during the term of this lease of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with respect to personal injury or death to any one person and is not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to any occurrence and of not less than Five Hundred Thousand and 00/100 (\$500,000.00) with respect to any one occurrence and of not less than One Million Dollars (\$1,000,000.00) for property damage. Said policy shall name CENTER as an additional insured, and MMA shall pay all premiums thereon and furnish evidence of such payment to CENTER on an annual basis. Proof of insurance will be provided by the Lessee at inception of lease.

Notwithstanding anything contained within this Agreement to the contrary, the Academy shall have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Academy occupying the site. Such liabilities are the sole responsibility of the Lessor.

Lessor shall indemnify the Academy Board for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Lessor's use or prior use of hazardous material at the physical plant.

14. Subrogation. Each party hereto does hereby remise, release, and discharge the other party and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage, or injury, to the extent of any recovery by the injured party under such insurance.

15. Holdover Tenancy. If MMA shall remain in possession following the end of the term of this lease, or any extension thereof, it shall be a tenant from month-to-month only unless the parties otherwise agree in writing. The monthly lease rate shall be set at 10% of the total lease payments from the previous year as established in Paragraph 3. (Example: \$14,000 paid the previous year x 10% or \$1,400 per month). Lease payment shall be paid in advance on the first of the month for each month that MMA occupies the property for one or more days. Utility service shall continue under the terms of Paragraph 9.

16. Default. This lease is made upon the condition that MMA shall perform all covenants and agreements herein set forth to be performed by it, and if any time rent, insurance premiums or other charges and payments or any of them or any part thereof, shall become in arrears and unpaid for a period of thirty (30) days after becoming due, or if any of the covenants or agreements aforesaid shall not be performed by MMA, within the period of thirty (30) days after notice of default in performance, CENTER, at any time thereafter shall have full right, at its election, to enter upon the above-described premises, and to take immediate possession thereof.

In the event CENTER shall retake possession of the premises this lease shall terminate and CENTER shall have the right to right to lease the premises or any part thereof for all or any portion of the remainder of said term to a tenant or tenants satisfactory to CENTER. MMA shall be liable to the CENTER for outstanding liabilities of MMA.

17. Bankruptcy. If MMA shall become insolvent or make an assignment for the benefit of creditors, or file a petition in bankruptcy, or seek the benefit of any bankruptcy, composition, or insolvency law or act, or if MMA shall be adjudged bankrupt or if a receiver or trustee of the property of MMA shall be appointed, or this lease shall by operation of law devolve upon or pass to any person or persons other than MMA then in each such case CENTER shall have the right and option to terminate this lease at any time, and with or without demand or notice, and with or without legal process, enter into the demised premises and take possession thereof, and may use all force necessary to effect such entry and/or to hold such possession and/or to remove MMA and/or any person and/or property from the demised premises.



18. Fire and Other Casualty. In the event the building on the leased premises and any other building located thereon shall be damaged by fire or by elements or other casualty, CENTER as soon as reasonably may be done shall reconstruct, repair, or rebuild to the extent necessary to make the same substantially similar in character and value of the building so damaged. In the event such loss shall render the buildings totally unusable to the extent that reasonable activities cannot be conducted therein by the MMA, rent shall abate until said buildings shall have been put back in condition substantially similar to their condition immediately prior to said loss; provided, if these buildings are partially destroyed by fire or the elements or other casualty, and are not rendered totally unusable by MMA, MMA shall pay such proportion of the rental herein provided as the part of the buildings that may be used for the activities of MMA bears to the whole thereof. Notwithstanding the forgoing, in the event said buildings shall have been rendered totally unusable to the extent that reasonable activities cannot be conducted therein by MMA, CENTER shall be fully relieved of its obligation to reconstruct or rebuild or repair, and this lease shall terminate forthwith and MMA repaid all prepaid rent pro rata for any unexpired portion of the rental term.

CENTER shall carry and pay all premiums on fire and extended insurance in an amount equal to the estimated replacement value of all buildings on the leased premises and furnish proof thereof upon request to the MMA. Proof of insurance will be provided by Lessor at inception of lease.

19. Right of Entry. CENTER and its agents shall have the right to enter the leased premises at such reasonable times as will not interfere with the MMA's normal use thereof for the purpose of inspection, repair, showing to prospective purchasers and/or tenants, posting and maintaining for sale or rental signs. Provided, however, that showing to prospective tenants and posting for sale or rental signs shall be allowed only within a period of ninety (90) days from the end of the term.

20. Non-Liability Clause

(a) CENTER shall not be liable for damage to the leased premises from water, rain, or snow which may leak into, issue or flow from the leased parts of the building or from pipes or plumbing or from within the leased premises.

(b) MMA shall be responsible for any charges or billings from the local law enforcement or fire agencies for false burglar or fire alarms during its occupation of the premises.

21. Notice. Any notice, reports, or statements required to be given hereunder shall be sufficiently given by certified United States mail, return receipt requested, addressed to the CENTER at 15325 Gratiot Avenue, Detroit, MI 48205 (or to such other address as CENTER may direct in writing) and to MMA at 14057 East Nine Mile Road, Warren, MI 48089 (or to such other address as the Lessee may direct in writing). The notice shall be effective when deposited in such mail.

22. Benefit. This agreement shall inure to the benefit of and be binding upon CENTER, its successors and assigns, subject to the provisions of Paragraph 8 thereof.

23. Closure/Reconstitution. The Academy may terminate this Agreement, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site

covered by the Agreement (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the Authorizer pursuant to Section 507 of the Code, MCL 380.507 and the Contract. Under such circumstances, the Lessor shall have no recourse against the Academy or the Authorizer for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Lessor from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under this Agreement prior to site closure or reconstitution.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties and it shall not be modified or amended, except by a writing executed by both parties. The parties acknowledge that all amendments to this Lease must be reviewed by the Charter School Office of the Authorizer before execution (unless waived in writing by the Director of the Charter School Office as to non-substantive amendments).

IN WITNESS WHEREOF, the parties have executed this agreement.

ST. PAUL CHILD DEVELOPMENT CENTER

By

Witness

Richard Baertlein S

Date: 07/06/23

LESSOR

MACOMB MONTESSORI ACADEMY

By

Witnesses:

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Its

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Date

Date

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IN WITNESS WHEREOF, the parties have executed this agreement.

ST. PAUL CHILD DEVELOPMENT CENTER

By

Witness

Date:

LESSOR

MACOMB MONTESSORI ACADEMY

By

Witnesses:

Its

Its

Date

Date

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**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.

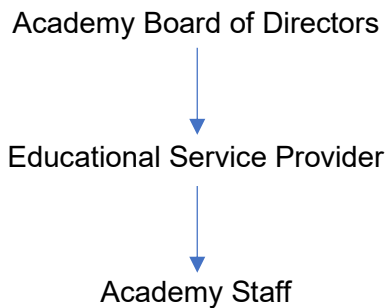
**SECTION A**  
**GOVERNANCE STRUCTURE**

## Governance Structure

The University Board shall appoint the Board of Directors of the Academy ("Academy Board"). The University 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 (5), but no more than nine (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 Macomb Montessori Academy Board of Directors currently consists of five (5) members. The Lake Superior State University Board of Trustees 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
Jennifer Johnson	President	June 30, 2026
John Marks	Vice President	June 30, 2026
Emmett Jones	Treasurer	June 30, 2025
Shana Giles	Secretary	June 30, 2026
Susan Bland	Director	June 30, 2024

**SECTION B**

**EDUCATIONAL GOALS**

## Educational Goals

The mission of Macomb Montessori Academy is to empower every child with the knowledge, skills, character, and work ethic to achieve the American Dream.

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 set by the authorizer. 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 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	Target
2 <sup>nd</sup> - 8 <sup>th</sup>	The median Student Conditional Growth Percentile as measured by Measures of Academic Progress® by NWEA.	The median Student Conditional Growth Percentile will be at or above the 50 <sup>th</sup> percentile

## Measure 2: Student Achievement

The academic achievement of all students who have been enrolled for three or more consecutive academic years at the Academy will be assessed using the following metrics and achievement targets.

Grade(s)	Metric	Target
2 <sup>nd</sup> -8 <sup>th</sup>	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 <sup>1</sup> will achieve scores equal to or greater than the grade-level reading and math targets identified in this schedule
2 <sup>nd</sup> - 8 <sup>th</sup>  8 <sup>th</sup> , 9 <sup>th</sup> , 10 <sup>th</sup>  11 <sup>th</sup>	The median subject scores in math and reading as measured by performance on NWEA's MAP®  The median subject scores as measured by performance on the PSAT® or successor test  The median subject scores as measured by performance on the SAT® or successor test	Cohort students will achieve subject scores greater than that of non-cohort students <sup>2</sup>

<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 Norm Targets

Grade	Spring Reading Target	Spring Math Target
2 <sup>nd</sup>	185.57	189.42
3 <sup>rd</sup>	197.12	201.08
4 <sup>th</sup>	204.83	210.51
5 <sup>th</sup>	210.98	218.75
6 <sup>th</sup>	215.36	222.88
7 <sup>th</sup>	218.36	226.73
8 <sup>th</sup>	221.66	230.30



NOTE: The 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. The targets will be automatically adjusted each time NWEA updates its norm study with no need for a contract amendment.

### 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.

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.

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

### Measure 4: Academy Specific Goals

The percentage of students in K-1<sup>st</sup> grade meeting a Student Conditional Growth Percentile of 50 will show an upward trend over the period of the contract.

Grade(s)	Metric	Target
K-1st	NWEA MAP assessment in math and reading	The percentage of students meeting an SCGP of 50 will show an upward trend over the period of the contract.

**SECTION C**

**EDUCATIONAL PROGRAMS**

## **Mission Statement**

Macomb Montessori Academy is a diverse educational community built on the Montessori philosophy that fosters curiosity, creativity, and critical thinking in its students. The Academy will foster an environment that meets students' individual needs to pursue academic excellence, become life-long learners, and responsible global citizens.

## **Vision Statement**

Macomb Montessori Academy will be a recognized model of Montessori learning and a thriving, diverse community that respects students, inspires teachers, supports families and enhances the community. Enriched through this model, our children will be academically, socially, and emotionally ready to take their place in our world.

## **Values**

- Community: A group of trusted people coming together to benefit and serve one another.
- Lead: The willingness to lead with integrity and push each other to persevere and endure toward success.
- Love: Love is demonstrating intentional selfless care for others, treating them with kindness and respect, and being thankful for all things.
- Whole-child approach: The whole child approach allows children to be seen and safe, and gives them the opportunity to be challenged and express themselves socially and emotionally.
- Passion: A strong desire to achieve one's goals

## **Educational Program**

The Academy firmly believes that all students have the ability to succeed by meeting their individual academic, social and emotional needs. By providing students with a hands-on Montessori experience, students are able to develop at their own pace while adhering to a well - defined curriculum with vast resources and summative and formative assessments. Data and Montessori philosophy drive the Academy's program and both are at the forefront of all decision- making. The Academy's curriculum and instructional delivery are derived from the North American Montessori Center ("NAMC") curriculum. This curriculum has been aligned to the Common Core State Standards ("CCSS") and is organized into a framework that is provided to teachers on a digital platform. This framework includes a scope and sequence organized chronologically with access to resources and videos to demonstrate lesson presentations. All members of the Academy work to consistently model and exemplify the the basic principles of the Montessori pedagogy, which include tenets such as community service, peace education and character building. By empowering all stakeholders, including not only staff, but parents and students as well, our community will build model citizens to become lifelong learners.

Following is a detailed narrative of the educational program of the Academy, which is offered to Kindergarten through 6th grade students.

### **School Day**

The school day includes 7 hours and 0 minutes, of which 1260 is instruction related. The daily schedule is utilized to honor an uninterrupted work cycle for the student.

## Instructional Delivery

### **A. Developmental Kindergarten Level**

Developmental Kindergarten will initially include students enrolled pursuant to guidelines related to parent waivers for four year olds turning 5 years old by established under current state legislation. The Developmental Kindergarten program will mirror the Kindergarten program, yet be developmentally sensitive to the needs of the age groups being served. The Developmental Kindergarten program will include practical life, sensorial, cultural studies, mathematics, and language activities (see narrative detail for those subject areas under "B. Kindergarten Level").

### **B. Kindergarten Level**

*The key components of the kindergarten program include practical life, sensorial, language, mathematics and cultural activities.*

1. **Practical Life Activities:** These activities include many of the tasks children see as part of the daily routine of their culture, such as carrying objects, pouring liquids, preparing food, fastening clothes, washing hands, washing dishes and clothes and polishing shoes or furniture. Students learn to take care of the indoor classroom environment as well as the outside world by engaging in activities such as planting, raking and cultivating a garden.
2. **Sensorial Activities:** These activities use specifically developed hands-on Montessori materials to help the child learn accurate information about physical properties of the environment. Each piece of sensorial material isolates one particular quality such as dimension, color, weight, texture, shape, smell or sound. These materials help the child to develop classification systems, as well as comparatives and sequencing.
3. **Language Activities:** The Montessori environment is rich in language opportunities and materials, which enable the child to refine vision, hearing and speech skills in preparation or a more formal learning of language. Through the Montessori developed language materials, children become familiar with sounds and their symbols and begin to make the transition from oral to visual and graphic modes of communication. Foundational skills including phonemic awareness are stressed in preparation for sight-reading and additionally, grammar fundamentals are introduced.
4. **Mathematics Activities:** In the Montessori classroom, children learn and understand the concepts of math by manipulation of concrete materials that are designed to isolate a specific concept and prepare students for later abstract reasoning. The goals of the program are the development of problem-solving strategies, computational skills and confidence in using numbers in everyday life. Children learn numbers, symbols and sequences, as well as arithmetic operations by utilizing the Montessori materials.
5. **Cultural Activities:** Art, Music, Science and Geography are not presented as separate subjects, but are integrated into the whole learning experience. Living plants, animals and hands-on materials are part of the classroom. Map study, names of states, countries and continents are incorporated into lessons about the order of the world. Students are encouraged to use artistic forms of expression to support their work. Singing, music

instruction and use of basic instruments are included in classroom activities.

6. **Social Activities:** The child is given opportunities to work alone or with others. The balance between freedom of the individual and the concerns of the group are very important. Cooperation and respect for others is learned, as the child is taught proper ways of how to be helpful and considerate of others' needs.
7. **Grace and Courtesy:** Kindergarteners practice social skills and common courtesies within the classroom. Part of the academic day is learning the appropriate ways to interact with each other and other members of the school. This is done through the Character Choices curriculum and classroom circle times.
8. **Physical Education:** Activities in the Kindergarten environment emphasize physical movement. Children are given freedom to explore and move around the surroundings. This eventually transitions into organized games and cooperative activities, along with music and movement exercises.
9. **Health:** The children are taught personal grooming and hygiene habits, basic safety rules for personal and environmental issues and how to understand illnesses and the way they are transmitted. Montessori lessons include the demonstration and proper care of self and the student's surroundings.

### **C. Elementary Level (Grades 1-6)**

*The students are divided into single year age groupings. The Lower Elementary includes 1st-3rd grades and the Upper Elementary includes 4th-6th grades.*

1. **Language Arts:** The Montessori curriculum places emphasis on the interrelatedness of reading and writing and promotes an integrated approach where reading and writing occur across the curriculum. Phonemic awareness, direct instruction in phonics, grammar and vocabulary development are all essential components of the curriculum, as well as developing fluency and comprehension skills. Children learn composition, handwriting, punctuation, sentence structure and parts of speech. Research and library skills are taught and children are exposed to both classical and contemporary literature. Creative writing and public speaking are cultivated as children participate in play presentations, recitations and oral reports.
2. **Mathematics:** Concrete materials help to establish spatial aspects of basic concepts. These materials then enable the children to build a solid foundation with which to easily transition into harder, abstract concepts. Addition, subtraction, multiplication and division are mastered. Units of measure (time, money, length, capacity, mass, etc.) and problem-solving is taught. Fractions, decimal properties, geometric shapes and algebraic concepts are easily developed using the hands-on Montessori materials.
3. **Science:** The Montessori curriculum includes an extensive study of botany and zoology, including the identification and classification of both the plant and animal worlds. Local

parks, nature centers, museums and zoological parks may be utilized as living classrooms where children can experience these lessons upclose. Other areas of scientific study will include: astronomy, geology, human anatomy, life cycles, biology and ecology. Students will learn to utilize the scientific method of study by being able to develop questions, design experiments, gather data and make observations/predictions in lessons of physics, biology and chemistry.

4. **History and Social Sciences:** Montessori's Five Great Lessons form the backbone of the History and Social Sciences curricula. These broadly engaging stories highlight universal themes. The lessons include: The Story of the Universe, The Timeline of Life, The Timeline of Early Humans, The Story of Writing and The Story of Mathematics. They serve to integrate and unify classroom learning experiences and to inspire children's sense of wonder, curiosity and motivation about the world around them. By starting at the largest point (the Universe) and then working down toward the smallest (the student themselves), Maria Montessori gave children an organized, comprehensive view of history and one's place in the world. The progressive nature of the Five Great Lessons allows teachers to begin with broad concepts (the solar system, continents and countries), progress through the history of man (eras, world cultures, systems of governance), move to United States history (the Civil War, the Constitution, democratic government) and then finally to local governmental structure and the student's citizenship.
5. **Music & The Arts:** Skills such as rhythm, melody and singing will be developed. This may include separate music instruction by a qualified teacher, as well as in class opportunities. Based on the Montessori Method, art will be incorporated across the curriculum. Art projects may be part of a research project, story writing or cultural demonstration based on a Social Science study. Art and music appreciation will be highlighted through the study of famous painters and composers.
6. **Physical Education:** Elementary students have regular physical education classes where movement and cooperation are learned through organized sports and games. Emphasis is placed on proper health through physical activity, as well as an understanding of the basic principles of growth and nutrition.
7. **Practical Life:** Time and task management skills are emphasized, as the Montessori curriculum includes student-directed work time. Students continue to be engaged in the care of the environment, including classroom plants and animals and the grounds outside the school. Instruction continues in life skills such as cooking and gardening. Throughout the year, students may also take field trips to museums, factories, parks, farms and agencies to learn about the working community and the world in which they live. School-wide community involvement and volunteer projects are included in the curriculum.
8. **Computers & Technology:** Students have access to technology on a one-to-one basis and utilize it to enhance learning and complete projects. Classrooms are taught both in person, with work being available to students in the classroom, and in a virtual setting, as needed. A virtual setting may be offered if needed for building closures.
9. **Grace and Courtesy:** Elementary Students practice social skills and common courtesies within the classroom. Part of the academic day is learning the appropriate ways to interact with each other and other members of the school. This is done through the Character Choices curriculum and classroom community meeting times.

### Differentiated Instruction

The Academy uses differentiated instruction by following the needs of each child. The Montessori method allows for a significant amount of latitude to particular topics and tools. Students who are capable of work above grade level may be given the option to read additional works of literature, read adapted works in an original or longer form, or study history and science content in a more comprehensive form (e.g., by reading upper-level texts or receiving instruction from upper-level teachers).

For each student who does not meet state performance levels in reading, writing, mathematics and/or science, the Academy, in consultation with the student's parent, will develop and implement progress monitoring to assist the student in meeting expectations for proficiency. Strategies may include, but are not limited to, summer school, research-based interventions, additional reading instruction and after school tutoring. If upon subsequent evaluation the documented deficiency has not been remediated, the student may be retained. Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science and mathematics will continue remedial instruction or supplemental instruction until expectations are met. Progress monitoring remains active until a student has made sufficient learning gains to illustrate proficiency.

The framework used to identify student learning deficiencies, develop hypotheses, formulate a plan, monitor progress and analyze results follows the Multi-Tiered Systems of Support ("MTSS") model. The Academy set up systems and methodologies to address student needs that include data-based goals, reflection and review of instruction and methodology, differentiation of the instruction and other targeted interventions, as well as formative and summative assessments. MTSS seeks to prevent academic failure through early intervention, frequent progress measurement, and increasingly intensive research-based instructional interventions for children who continue to have difficulty.

The MTSS Model is as follows:

- Tier 1 (core instruction and universal support available to all students): Tier 1 consists of the general academic and behavioral instruction and support that is designed and differentiated for all students in all settings. School wide progress monitoring and screenings are used to ensure that core instruction is effective and to identify students who may need additional support in order to be successful.
- Tier 2 (supplemental instruction or intervention provided to targeted groups of students): Tier 2 consists of more focused, targeted instruction or intervention and supplemental support in addition to and aligned with the core instruction provided through Tier 1. For instance, an additional 30 minutes per day may be devoted to reading in a small group (3-6 students), with a focus on building accurate and automatic recognition of words in text. Adjustments can be made within Tier 2 to increase time on task or decrease student/teacher ratio.
- Tier 3 (intensive individualized intervention and support provided to individual students): Tier 3 consists of the most intense (increased time, narrowed focus, very small group or individual) instruction and intervention based upon individual student need. Tier 3 supports are provided in addition to and aligned with the core (Tier 1) and supplemental (Tier 2) academic and behavioral instruction, interventions and supports.

The tiers are not a "set" series of interventions or activities that all students move through. Rather,

the tiers are fluid and flexible; students may move from a lower to a higher tier and back again, based on documented need. A student may be successful with Tier 1 support for behavior and mathematics, require supplemental Tier 2 instruction for reading, and need intensive Tier 3 interventions for writing. As the student progresses and the performance gap with grade level and classroom peers closes, the student may no longer need anything beyond Tier 1. The MTSS framework is designed for all students, including general education students and exceptional student education ("ESE") students with Individualized Educational Programs ("IEP") or Educational Plans ("EP"). "All students" includes those who struggle, those who excel and demonstrate needs beyond the core curriculum, and English Language Learners ("ELL") students. If the Academy's MTSS implementation team determines that a student is not making adequate progress after the provision of effective Tier 1, Tier 2, and Tier 3 intervention and supports for an appropriate amount of time, or that the services are effective but may require substantial and sustained effort that may include special education and related services in order to maintain progress, the team will refer the student for evaluation for ESE.

The academy also provides additional support for ELL by having additional staff within the building. In order to support ELL students, the academy employs an EL coordinator and two part time EL instructional aides to support students based on their language needs according to WIDA testing results.

#### Special Education and Section 504

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team, and together the team will make decisions that are subject to requirements regarding provision of the least-restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act ("IDEIA") and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

1. The Academy is responsible for providing a free, appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA and reviewed on an annual basis or more frequently as determined by the IEP team.

#### Assessments

The Academy fully participates in all aspects of state testing and other assessments as required by state statute. The Academy also conducts its own data analysis of student learning by any other



proven assessment tools deemed necessary and appropriate. Northwest Evaluation Association (“NWEA”) Measures of Academic Progress® (“MAP”) Growth™ is utilized as a benchmark assessment to determine use of tiered interventions. Albanese assessments, local district assessments, portfolios and observation are utilized to measure student growth toward the state standards. The Academy seeks to analyze reports from different perspectives to maximize the usefulness of information gained from the accountability process. Such analysis may include viewing student-learning results by age groups, grade levels, previous academic experiences, gender, attendance and any other aspects of the student population that enhances the Academy’s knowledge about student learning needs. A key goal of the Academy’s learning measurement process is to provide results of findings and outcomes by way of communication and feedback to students and overall stakeholders. Students, parents, staff and board members receive published reports of student achievement on an individual and collective basis with the intention of encouraging community ownership of learning outcomes and increased accountability for the teaching and learning practices the school espouses. These practices are re-evaluated on an annual basis to allow for adjustment of techniques, strategies and other relevant programs with the intention of more significantly affecting learning outcomes.

Student assessment and performance data is regularly assessed by teachers and administration to guarantee that all students are receiving the support and instruction necessary. The Academy relies heavily upon the experienced and well-trained teachers to be constantly aware of individual needs within the classrooms. The curriculum allows for ease in differentiation, so teachers are able to readily accelerate or reinforce a student’s learning.

### *Program Evaluation*

The Educational Program is formally evaluated on an annual basis. Effective teaching is essential to the implementation of the Academy’s Educational Program. Academy leadership evaluates effective instruction by performing informal and formal teacher observations. The observations provide a platform for quality dialogue for constructive feedback serving to improve instructional practices. Academy staff also meet with leadership to review school performance. Data is collected and analyzed to determine and monitor school improvement goals. Leadership and staff routinely monitor assessment data (e.g., NWEA, state assessment and SAT) to implement needed changes, to ensure adequate growth in all classrooms and to make necessary adjustments to improve the delivery of the Educational Program.

In addition to observations and the examination of data, professional development opportunities and professional learning communities (“PLCs”) are provided to staff members. Training opportunities and a professional community of learners enhance instructional practices and provide opportunities of collaboration and cooperation with other teachers.

**SECTION D**  
**CURRICULUM**

**CURRICULUM  
TO BE UPLOADED SEPARATELY**

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

## **METHODS OF PUPIL ASSESSMENT**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in the Public School Academy Chartering Policies adopted by the University Board, as applicable, in accordance with the requirements detailed in the Master Calendar annually issued by the Center.

The Academy shall authorize the Authorizer to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

### **Academic Assessments to Be Administered:**

Kindergarten-6th Grade: NWEA Assessment ELA & Math

3rd-6th Grade: M-Step

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

# Application and Enrollment Requirements

## Macomb Montessori Academy

### **Enrollment Limits**

The Academy will offer Kindergarten through sixth grade. The maximum enrollment shall be 275 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

### **Requirements**

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

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils 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**

## **Macomb Montessori Academy**

### **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**

## **Macomb Montessori Academy**

### **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 preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members 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 or children of employees and Academy Board members 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, siblings, and children of employees of the management company.

### **Random Selection Drawing**

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

Prior to the application period, the Academy shall:

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

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

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

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

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

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

### **School Calendar**

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

### **School Day Schedule**

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

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

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

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1<sup>st</sup>.

If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1<sup>st</sup> of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.