

*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

**MOMENTUM 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 Randy Pingatore,  
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 **Momentum 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: Lauree



**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**

**MOMENTUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

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

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

**M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**  
**for Public School Academies (PSA), Strict Discipline Academies (SDA)**  
**Urban High Schools (UHS) & Schools of Excellence (SOE)**

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

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

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence form. Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract. NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

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

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.

	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	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>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>University must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

“Indemnification of Lake Superior State University. The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, The Romine Group, Inc. 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, The Romine Group, Inc. preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by The Romine Group, Inc., or which arise out of the failure of The Romine Group, Inc. 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 The Romine Group, Inc. 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. The Romine Group, Inc. 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, The Romine Group, Inc. agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and The Romine Group, Inc. 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. The Romine Group, Inc. 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: Momentum Academy  
60 S Lynn St.  
Waterford Twp, MI 48328

If to Academy Counsel: Aimee R. Gibbs  
Dickinson Wright, PLLC  
500 Woodward Ave. Ste. 4000  
Detroit, MI 48226

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

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

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.8. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 5 years until June 30, 2028, unless sooner revoked or terminated according to the terms hereof.

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

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

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

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

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

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent

with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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

Section 12.17. Information Available to the Public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Subject to Section 12.23, the Academy shall do all of the following:
  - (i) Develop a list of uses (the “Uses”) for which the Academy commonly would disclose a student’s directory information.
  - (ii) Develop an opt-out form that lists all of the Uses and allows a student’s parent or guardian to elect not to have the student’s directory information disclosed for 1 or more Uses.
  - (iii) Present the opt-out form to each student’s parent or guardian within the first thirty (30) days of the school year and at other times upon request.
  - (iv) If an opt-out form is signed and submitted to the Academy by a student’s parent or guardian, then the Academy shall not include the student’s directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. Confidential Address Restrictions.

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

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

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

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

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

Section 12.27. Academy Emergency Operations Plan.

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

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

Section 12.28. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

(a) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;

(b) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

(c) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

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



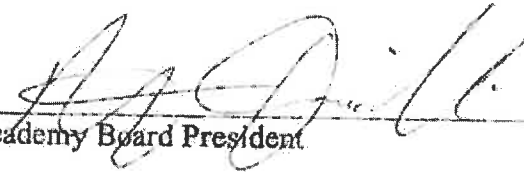
**LAKE SUPERIOR STATE UNIVERSITY  
BOARD OF TRUSTEES**

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.

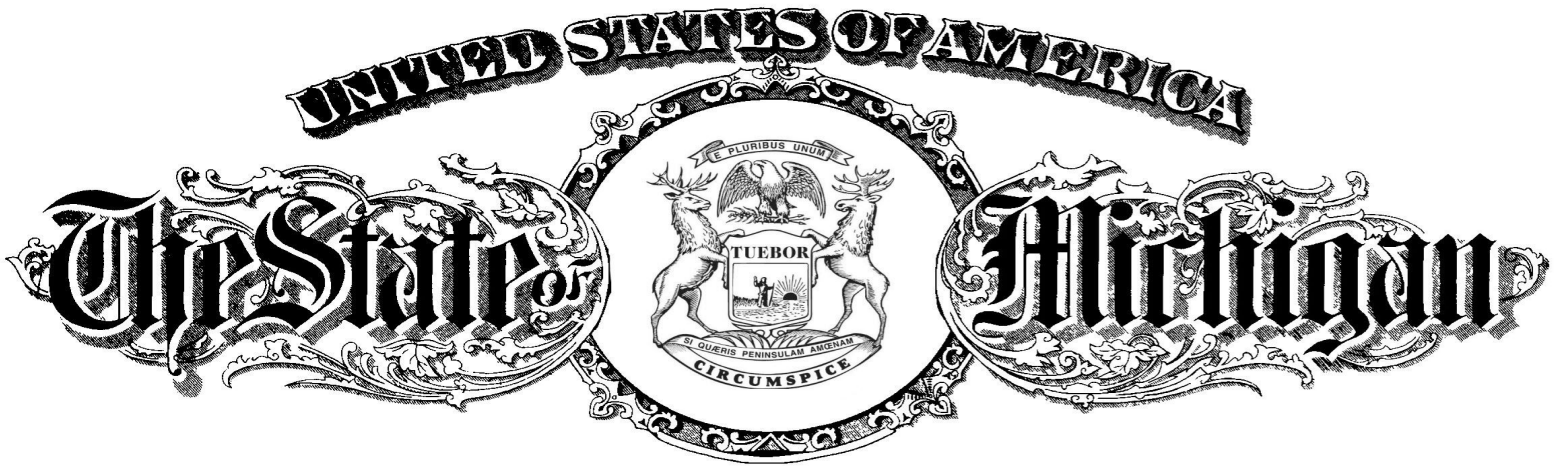
**MOMENTUM ACADEMY**

By:   
Academy Board President

Date: July 1, 2023

**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Lansing, Michigan

This is to Certify That

**MOMENTUM ACADEMY**

was validly Incorporated on January 25 , 2013 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 14th day of February , 2023.

Handwritten signature of Linda Clegg.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 23020315503

**ARTICLES OF INCORPORATION OF  
MOMENTUM ACADEMY  
A MICHIGAN NONPROFIT CORPORATION**

**CORPORATION IDENTIFICATION NUMBER \_\_\_\_\_ - \_\_\_\_\_**

Pursuant to the provisions of the Michigan Nonprofit Corporations Act, Act 162, Public Acts of 1982 (the Act), as amended, and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the corporation executes the following articles:

**ARTICLE I**

The name of the corporation is Momentum Academy (the "Corporation"). The Corporation is organized as a Michigan Public School Academy, which has been authorized by the Lake Superior State University Board of Trustees.

**ARTICLE II**

The purposes for which the Corporation is organized are:

1. The Corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The Corporation, including all activities incident to its purpose, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract authorized under the Code.
3. Additionally, the Corporation, as a public school academy, is organized for the purpose of instilling academic excellence, character development, a love for life-long learning and service to others and will eventually include grades K-12.

### ARTICLE III

The Corporation is organized on a nonstock, directorship basis. The Board of Directors of the Corporation shall have all powers and duties permitted by law to manage the business, property and affairs of the Corporation. The Corporation possesses the following assets as of the date of its incorporation:

Real property: None

Personal property: None

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 Corporation's initial registered office is:

7877 Stead  
Utica, MI 48317

The mailing address of the Corporation's initial registered office is:

7877 Stead  
Utica, MI 48317

The name of the initial resident agent at the registered office is: Paul C. Romine

#### **ARTICLE V**

The name and address of the incorporator is:

Paul C. Romine  
7877 Stead  
Utica, MI 48317

#### **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 Act no. 170 the Public Acts of 1964, being Section 691.1407 of the Michigan Compiled Laws.

#### **ARTICLE VIII**

Before execution of a contract to charter a public school academy between the Corporation and the Lake Superior State University Board of Trustees (the "College Board"), the method of selection, length of term, and the number of members of the Board of Directors of the Corporation shall be approved by a resolution of the College Board as required by the Code.

#### **ARTICLE IX**

The officers of the Corporation shall be a President, Vice-President, Secretary and a Treasurer, each of which 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 X**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, private persons or organizations organized and operated for a profit. However, the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on by a

Corporation exempt from federal income tax under Section 115 of the IRC or the corresponding section of any future federal tax code.

#### **ARTICLE XI**

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

#### **ARTICLE XII**

These Articles of Incorporation shall not be amended except by the process provided for in the contract executed by the Corporation and the College Board. This process is as follows:


The Corporation, by a majority vote of its Board of Directors may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the College Board through its designee. The College Board delegates to its President the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the College President, the College Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the College Board by the Corporation.

At any time and for any reason, the College Board or an authorized designee may propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The Corporation's Board of Directors may delegate to an officer of the Corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the College Board upon a majority vote of the Corporation's Board of Directors.

Amendments to these Articles of Incorporation take effect only after they have been approved by the Corporation's Board of Directors and by the College Board or its designee 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 College Board's or its designee's approval of the amendment.

**ADOPTION OF ARTICLES**

These Articles of Incorporation are duly adopted on this 9<sup>th</sup> day of January, 2013. These Articles of Incorporation shall become effective upon filing. However, the Corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the Corporation a contract to operate as a public school academy, and the contract is executed by both the Corporation and the College Board.

/s/ 

PAUL C. ROMINE, Incorporator

Filing fees paid for by: Leigh H. Savage, Attorney

Prepared by: Leigh H. Savage, Attorney  
10 S. Main Street, Ste 401  
Mt. Clemens, MI 48043  
(586) 469-4300



**CONTRACT SCHEDULE 2**

**BYLAWS**

**RESTATED BYLAWS**  
**OF**  
**MOMENTUM ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Momentum Academy [Public School Academy] (the “Academy” or “Corporation”).

**ARTICLE II**

**FORM OF CORPORATION**

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

**ARTICLE III**

**OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Utica, County of Macomb, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Charter Schools Office.

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment,

length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Lake Superior State University Board of Trustees (the "University Board").

**ARTICLE V**

**MEETINGS**

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

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

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

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

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

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

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such

notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

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

## ARTICLE VI

### COMMITTEES

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

## ARTICLE VII

### OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

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

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

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy

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

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

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

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

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

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

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

## ARTICLE VIII

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

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

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

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or

other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

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

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

## ARTICLE IX

### INDEMNIFICATION

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

**ARTICLE X**

**FISCAL YEAR**

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

**ARTICLE XI**

**AMENDMENTS**

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

**ARTICLE XI**

**CONTRACT DEFINITIONS**

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

**CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 27th day of February, 2023.

  
\_\_\_\_\_  
President



**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 Momentum 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.

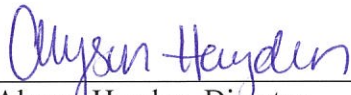
Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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 Momentum Academy.

BY:   
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 Momentum 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**

Administrator/Principal.....	5-1
Vice President .....	5-3
Teacher (Assigned Teaching Area) .....	5-5
Counselor .....	5-7
Social Worker .....	5-8
Program Coordinator (Title 1, RTI/MTSS, special Education, Student Achievement) .....	5-9
Program Director (Preschool, other).....	5-11
Office Manager .....	5-13
Administrative Assistant.....	5-15
Secretary .....	5-17
Office Assistant.....	5-18
Maintenance/Custodian.....	5-20
Para-Pro.....	5-21
RTC – Dean of Students .....	5-22
Alumni Success Coach/Special Education Transition Coach.....	5-23
Before and After School Enrichment Club Staff .....	5-26
Food Service Staff.....	5-27
Substitute Teacher.....	5-28
Special Education Teacher (Assigned Teaching Area) .....	5-29
Intervention Specialist .....	5-31
School, Family, Community Outreach Coordinator .....	5-33
Para-Pro (Full or Part Time) .....	5-35

Counselor .....	5-36
Social Worker .....	5-38
Program Coordinator (Title 1, RTI, Special Education, Student Achievement) .....	5-39
Special Education Teacher (Assigned Teaching Area) .....	5-41
Intervention Specialist .....	5-43
Educational Services Provider Agreement .....	5-45

**Job Title:** Administrator /Principal  
**Contract:** 12 Months  
**Reports To:** The Romine Group, Inc. (“TRG”)  
**Employed By:** TRG

**Job Summary:**

The Administrator/Principal is responsible for providing instructional, operational and administrative leadership. He/she will organize, supervise and evaluate development of curriculum, School programs, staff, and student achievement, while overseeing the day-to-day operations of the School.

**Performance Duties:**

- ❖ Communicate the vision, philosophy and mission of Trillium Academy to staff, students, parents, community and the media.
- ❖ Develop a plan for achieving the School’s vision and establish annual objectives and strategies.
- ❖ Administer fiscal planning activities.
- ❖ Develop and manage the School budget.
- ❖ Represent the School at Board of Directors’ meetings and provide educational leadership.
- ❖ Represent the School at formal functions, community and civic affairs.
- ❖ Implement State of Michigan education codes, rules and regulations as given by the State Board of Education and/or CMU.
- ❖ Prepare or approve manuals, guidelines and reports on State educational policies and practices for distribution to the School.
- ❖ Confer with federal, state and local school officials to develop curricula and establish guidelines for educational programs.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ❖ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ❖ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create high performance teams of instructional and support staff, parents and community.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Recruit, select and hire School staff.
- ❖ Supervise and evaluate administrative, instructional and support staff.
- ❖ Maintain complete and accurate records of the entire School program.
- ❖ Consult with parents/guardians regarding School academic and behavioral progress.
- ❖ Disseminate information and promote a sense of community involvement between School and parents, civic and business community.
- ❖ Monitor student behavior and address major code of conduct violations.
- ❖ Admit and transfer students.
- ❖ Other duties as assigned.

**Requirements:**

- ❖ Master's Degree in Education preferred.
- ❖ Must comply with all applicable law related to the Administrator's certificate.
- ❖ Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.
- ❖ Meet NCLB requirements, as applicable.
- ❖ Exemplary teaching experience.
- ❖ Two (2) years of administrative or comparable experience preferred.
- ❖ Evidence of recent and ongoing professional development.
- ❖ Evidence of recent roles as conference workshop facilitator or presenter.
- ❖ Verbal and written communication skills.
- ❖ Ability to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ❖ Evidence to support community involvement and leadership.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Vice Principal  
**Contract:** 12 Months  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

The Vice Principal is responsible for providing assistance to the Administrator/Principal for instructional, operational and administrative leadership. He/she will participate in organizing, supervising and evaluating development of daily instruction, staff, and student achievement, while overseeing the day-to-day student behavior within the School.

**Performance Duties:**

- ❖ Monitor and enforce School Code of Conduct and administer discipline.
- ❖ Coordinate and direct the RTC Program.
- ❖ Develop student behavior contracts.
- ❖ Maintain log of students receiving support from Vice Principal.
- ❖ Communicate with parents and Teachers regarding student behavior.
- ❖ Compile data and reports for the Board of Directors.
- ❖ Communicate with students and direct them to appropriate resources when necessary.
- ❖ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ❖ Establish, maintain and revise record keeping.
- ❖ Communicate the vision, philosophy and mission of Trillium Academy to staff, students, parents, community and the media.
- ❖ Provide educational leadership.
- ❖ Represent the School at formal functions, community and civic affairs.
- ❖ Implement State of Michigan education codes, rules and regulations as given by the State Board of Education and/or CMU.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ❖ Provide instructional leadership through observations and regular consistent daily walk-ins and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create high performance teams of instructional and support staff, parents and community.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Participate in recruiting, selecting and transitioning new hires.
- ❖ Supervise and evaluate direct educational teams.
- ❖ Maintain complete and accurate records of designated School programs.
- ❖ Consult with parents/guardians regarding student academic and behavioral progress.
- ❖ Disseminate information and promote a sense of community involvement between School and parents, civic and business community.
- ❖ Other duties as assigned by the Administrator/Principal.

**Requirements:**

- ❖ Master's Degree in Education preferred.
- ❖ Must comply with all applicable law related to the Administrator's certificate.
- ❖ Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.
- ❖ Meet NCLB requirements, as applicable.
- ❖ Exemplary teaching experience.
- ❖ Two (2) years of administrative or comparable experience preferred.
- ❖ Evidence of recent and ongoing professional development.
- ❖ Evidence of recent roles as conference workshop facilitator or presenter.
- ❖ Verbal and written communication skills.
- ❖ Ability to communicate in oral and written interview; knowledge of current methodologies and research in education and instruction.
- ❖ Evidence to support community involvement and leadership.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Teacher (Assigned Teaching Area)  
**Contract:** School Year  
**Reports To:** Principal  
**Employed By:** TRG

**Job Summary:**

Working in a full-time capacity, the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the School program and develop individualized learning plans for each student.

**Performance Duties:**

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students.
- ❖ Prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-School relationship.
- ❖ Participate in school fundraisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Coordinate field trips.
- ❖ Additional requirements necessary for the special education process.
- ❖ Other duties assigned by Administrator/Principal.

**Requirements:**

- ❖ Bachelor's degree.
- ❖ Michigan teacher certification; appropriate endorsement in subject area or special education as applicable.
- ❖ Highly qualified under NCLB.
- ❖ Teaching experience preferred.

- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.
- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.



**Job Title:** Counselor  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Under the direction of the Administrator/Principal, the Counselor/Social Worker will assist in the supervision of support staff and facilitate School programs. The Counselor/Social Worker will also provide personal, social and educational counseling to the students of Trillium Academy.

**Performance Duties:**

- ❖ Supervise students.
- ❖ Counsel students.
- ❖ Establish and maintain communication with parents.
- ❖ Develop and facilitate programs and workshops for parents.
- ❖ Make home visits as needed.
- ❖ Provide referrals to designated agencies as needed.
- ❖ Facilitate various groups as needed.
- ❖ Implement conflict management groups.
- ❖ Write proposals and make application for grants.
- ❖ Utilize technology.
- ❖ Assume other duties as assigned by Administrator/Principal.

**Requirements:**

- ❖ Master's Degree.
- ❖ Previous experience in counseling preferred.
- ❖ Meet MDE requirements for certification, as applicable.
- ❖ Previous experience in program planning and implementation.
- ❖ Administrative and organizational experience.
- ❖ Ability to motivate and communicate with parents.
- ❖ Previous experience in education.
- ❖ Ability to write proposals and grants and facilitate implementation.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Proficient in the use of technology.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Social Worker  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Under the direction of the Administrator/Principal, the Counselor/Social Worker will assist in the supervision of support staff and facilitate School programs. The Social Worker will also provide personal, social and educational therapy to the students and families of Trillium Academy.

**Performance Duties:**

- ❖ Supervise students.
- ❖ Counsel students.
- ❖ Establish and maintain communication with parents.
- ❖ Develop and facilitate programs and workshops for parents.
- ❖ Make home visits as needed.
- ❖ Provide referrals to designated agencies as needed.
- ❖ Facilitate various groups as needed.
- ❖ Implement conflict management groups.
- ❖ Write proposals and make applications for grants.
- ❖ Utilize technology.
- ❖ Assume other duties as assigned by the Administrator/Principal.

**Requirements:**

- ❖ Master's Degree.
- ❖ Previous experience in counseling preferred.
- ❖ Meet MDE requirements for certification and licensing through state and Office of Special Education as applicable.
- ❖ Previous experience in program planning and implementation.
- ❖ Administrative and organizational experience.
- ❖ Ability to motivate and communicate with parents.
- ❖ Previous experience in education.
- ❖ Ability to write proposals and grants and facilitate implementation.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Proficient in the use of technology.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Program Coordinator (Title 1, RTI/MTSS, Special Education, Student Achievement)  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

The Program Coordinator is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of academically struggling students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

**Performance Duties:**

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ❖ Prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School-approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-school relationships.
- ❖ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Prepare schedule for Program time in classrooms and with pull-out groups of students.
- ❖ Participate and provide guidance for the RTI team.
- ❖ Participate on the School Improvement Team and provide student achievement data for decision making.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.

- ❖ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ❖ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Participate in recruiting, selecting and hiring of Program staff.
- ❖ Supervise and evaluate Program staff.
- ❖ Maintain complete and accurate records of the entire designated program.
- ❖ Consult with parents/guardians regarding student academic and behavioral progress.
- ❖ Other duties as assigned by Administrator/Principal.

**Requirements:**

- ❖ Bachelor's degree.
- ❖ Master's degree and/or program specific Endorsement preferred.
- ❖ Michigan teacher certification.
- ❖ Highly Qualified under NCLB.
- ❖ Teaching experience preferred.
- ❖ Verbal and written communication skills.
- ❖ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.
- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Program Director (Preschool, other)  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

The Program Director is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of program specific students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

**Performance Duties:**

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ❖ Prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School-approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ❖ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Prepare schedule for Program time in classrooms and with pull-out groups of students.
- ❖ Participate on the School Improvement Team and provide student achievement data for decision making.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ❖ Initiate and implement processes for monitoring and evaluating student achievement and growth.

- ❖ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Participate in recruiting, selecting and hiring of Program staff.
- ❖ Supervise and evaluate Program staff.
- ❖ Maintain complete and accurate records of the entire designated program.
- ❖ Consult with parents/guardians regarding student academic and behavioral progress.
- ❖ Handle the coordination and maintenance of all licensing documents for program.
- ❖ Other duties as assigned by Administrator/Principal.

**Requirements:**

- ❖ Bachelor's degree.
- ❖ Master's degree and/or Program Specific Endorsement preferred.
- ❖ Michigan teacher certification.
- ❖ Highly Qualified under NCLB.
- ❖ Meet all State licensing requirements.
- ❖ Teaching experience preferred.
- ❖ Verbal and written communication skills.
- ❖ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.
- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Office Manager  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

**Performance Duties:**

- ❖ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ❖ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ❖ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ❖ Compile data for state and federal reports.
- ❖ Greet and screen visitors.
- ❖ Receive and screen telephone calls and accurately record messages.
- ❖ Maintain School's calendar of events.
- ❖ Communicate with students and direct them to appropriate staff members when necessary.
- ❖ Respond to and disseminate information related to general activities and operations of the School.
- ❖ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ❖ Arrange meetings and conferences; schedule interviews and appointments.
- ❖ Establish, maintain and revise record keeping.
- ❖ Handle collection and submission of financial documents to accounting firm.
- ❖ Collect and report payroll to ESP.
- ❖ Classify and sort mail, files, correspondence and documents.
- ❖ Accept and keep record of transactions.
- ❖ Assist in ordering School supplies and textbooks.
- ❖ Implements enrollment procedures and processes.
- ❖ Assume other duties as assigned by the Administrator/Principal.

**Requirements:**

- ❖ High school diploma or equivalent; business school or college course work preferred.
- ❖ Previous secretarial experience (minimum 2-3 years).
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency and ability to operate standard office equipment.
- ❖ Satisfactory completion of typing test and written and oral interview.
- ❖ Criminal Records clearance.

❖ Unprofessional Conduct clearance.



**Job Title:** Administrative Assistant  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

**Performance Duties:**

- ❖ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ❖ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ❖ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ❖ Compile data for Board of Directors; state and federal reports.
- ❖ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ❖ Greet and screen visitors.
- ❖ Receive and screen telephone calls and accurately record messages.
- ❖ Maintain Administrator/Principal's calendar.
- ❖ Maintain School's calendar of events.
- ❖ Communicate with students and direct them to appropriate staff members when necessary.
- ❖ Respond to and disseminate information related to general activities and operations of the School.
- ❖ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ❖ Arrange meetings and conferences; schedule interviews and appointments.
- ❖ Establish, maintain and revise record keeping.
- ❖ Classify and sort mail, files, correspondence and documents.
- ❖ Accept and keep record of transactions.
- ❖ Assist in ordering School supplies and textbooks.
- ❖ Assume other duties as assigned by the School Administrator/Principal.

**Requirements:**

- ❖ High school diploma or equivalent; business school or college course work preferred.
- ❖ Previous secretarial experience (minimum 2-3 years).
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency and ability to operate standard office equipment.
- ❖ Satisfactory completion of typing test and written and oral interview.
- ❖ Criminal Records clearance.

❖ Unprofessional Conduct clearance.

**Job Title:** Secretary  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

**Performance Duties:**

- ❖ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ❖ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ❖ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ❖ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ❖ Greet and screen visitors.
- ❖ Receive and screen telephone calls and accurately record messages.
- ❖ Communicate with students and direct them to appropriate staff members when necessary.
- ❖ Respond to and disseminate information related to general activities and operations of the School.
- ❖ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ❖ Arrange meetings and conferences; schedule interviews and appointments.
- ❖ Establish, maintain and revise record keeping.
- ❖ Classify and sort mail, files, correspondence and documents.
- ❖ Accept and keep record of transactions.
- ❖ Assist in ordering School supplies and textbooks.
- ❖ Assume other duties as assigned by the Administrator/Principal.

**Requirements:**

- ❖ High school diploma or equivalent; business school or college course work preferred.
- ❖ Previous secretarial experience (minimum 2-3 years).
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency and ability to operate standard office equipment.
- ❖ Satisfactory completion of typing test and written and oral interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Office Assistant  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

**Performance Duties:**

- ❖ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ❖ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ❖ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ❖ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ❖ Greet and screen visitors.
- ❖ Receive and screen telephone calls and accurately record messages.
- ❖ Communicate with students and direct them to appropriate staff members when necessary.
- ❖ Respond to and disseminate information related to general activities and operations of the School.
- ❖ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ❖ Arrange meetings and conferences; schedule interviews and appointments.
- ❖ Establish, maintain and revise record keeping.
- ❖ Classify and sort mail, files, correspondence and documents.
- ❖ Accept and keep record of transactions.
- ❖ Assist in ordering School supplies and textbooks.
- ❖ Arrange School Fundraisers
- ❖ Assist Administrator/Principal in marketing needs.
- ❖ Assist with food service reporting and accounting.
- ❖ Assume other duties as assigned by the Administrator/Principal.

**Requirements:**

- ❖ High school diploma or equivalent; business school or college course work preferred.
- ❖ Previous secretarial experience (minimum 2-3 years).
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency and ability to operate standard office equipment.
- ❖ Satisfactory completion of typing test and written and oral interview.
- ❖ Criminal Records clearance.

❖ Unprofessional Conduct clearance.

**Job Title:** Maintenance/Custodian  
**Contract:** Extended Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Under supervision of Administrator/Principal, maintain School and School grounds, performing a wide range of cleaning, maintenance and repair duties.

**Performance Duties:**

- ❖ Keep building clean of graffiti.
- ❖ Paint as needed.
- ❖ Perform routine maintenance – replace light bulbs, repair leaky faucets, move office and classroom furniture.
- ❖ Keep surrounding grounds free from litter and all inappropriate material.
- ❖ Repair equipment as needed.
- ❖ Make deliveries as needed.
- ❖ Receive and transport deliveries to designated locations.
- ❖ Clean and sanitize cafeteria daily.
- ❖ Clean and restore areas as needed in the event of student illness.
- ❖ Handle all electrical, plumbing, carpentry and other general maintenance repairs.

**Requirements:**

- ❖ High school diploma or equivalent.
- ❖ Ability to lift or push furniture and cleaning equipment; ability to do job with or without accommodations.
- ❖ Ability to utilize standard cleaning equipment and industrial equipment (polisher, buffer, etc.).
- ❖ Ability to safely utilize chemical cleaners and disinfectants.
- ❖ Self-motivated and high level of initiative.
- ❖ Previous experience necessary.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Be familiar with state and federal codes and regulations.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Para-Pro  
**Contract:** School Year  
**Reports to:** Administrator/Principal or Program Coordinator/Director  
**Employed By:** TRG

**Job Summary:**

Working to assist the classroom Teacher with student learning to increase student achievement, and work with the educational team to develop and implement the School and/or classroom program.

**Performance Duties:**

Assist the classroom Teacher to do the following:

- ❖ Facilitate and communicate knowledge and strategies for learning to students.
- ❖ Prepare projects.
- ❖ Demonstrate competency in assigned subject areas and the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Coordinate field trips.
- ❖ Other duties assigned by the classroom Teacher.

**Requirements:**

- ❖ Associate Degree or equivalent of 60 credit hours or pass competency test.
- ❖ Highly Qualified under NCLB.
- ❖ Experience preferred.
- ❖ Ability to work with young people.
- ❖ Willingness to participate in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** RTC – Dean of Students  
**Contract:** School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

**Job Summary:**

Coordinate the Responsible Thinking Classroom (“RTC”) program.

**Performance Duties:**

- ❖ Assist Administrator/Principal with student discipline through the RTC Program.
- ❖ Coordinate and direct the RTC Program.
- ❖ Develop student behavior contracts.
- ❖ Maintain log of students served through the RTC Program.
- ❖ Communicate with parents and Teachers regarding student behavior.
- ❖ Compile data and reports for the Board of Directors.
- ❖ Communicate with students and direct them to appropriate resources when necessary.
- ❖ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ❖ Establish, maintain and revise record keeping.
- ❖ Assume other duties as assigned by the School Administrator/Principal.

**Requirements:**

- ❖ Associate degree or two (2) years of college preferred.
- ❖ Previous experience with student discipline preferred.
- ❖ Strong verbal and written skills.
- ❖ Strong organization skills.
- ❖ Ability to maintain discretion.
- ❖ Self-motivated.
- ❖ Computer proficiency.
- ❖ Ability to create database, forms, tables, charts, records, spread sheets, etc., utilizing appropriate computer software.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.



**Job Title:** Alumni Success Coach/Special Education Transition Coach  
**Reports To:** Counselor  
**Employed By:** TRG

**Job Summary:**

The Alumni Success Coach is responsible for supporting students in their transition to and successful completion of a two or four-year college or university degree, and their subsequent move to post-educational options such as employment or graduate school.

**Performance Duties:**

- Support those students who are in a post-secondary program to be successful academically and in co-curricular activities.
- Develop a strategic travel plan to visit students on their college campuses. The Alumni Success Coach will be responsible for grouping trips (locally or regionally) to ensure maximum impact.
- Provide guidance within financial aid issues, transferring schools, small financial assistance support, social connectedness, and other barriers to the successful completion of a post-secondary educational program.
- Provide focused support to students in local community colleges, providing opportunities for students to receive both peer and mentor support.
- Ensure that each student has a plan in place for transferring to a four-year college or university if this is the student's goal.
- Create plan for current juniors at Trillium Academy to provide care packages to students attending post-secondary educational institutions.
- Support current Trillium Academy staff to help create a post high school plan for each student with a focus on how to successfully transition into the first year of a post-secondary program.
- Support high school seniors in applying for post-secondary educational opportunities and scholarships, as well as preparing for this transition.
- Develop a yearly communication plan for students at post-secondary sites. This plan would include an annual social gathering for program participants.
- Provide overall leadership in assisting high school and post-secondary students to find and be competitive for employment and or internship opportunities during the summer and or after completing their post-secondary education.
- Provide support to those students who are within a year of completing their postsecondary education to put together a plan for gaining employment or further schooling, and support them in its implementation.
- Track the results of students involved in the Alumni Support Program, to use for program evaluation.
- Adhere to program budget; turn in timesheets monthly, and output/outcome and program. Receipts bimonthly as requested by administrative staff.
- Other duties and responsibilities as assigned.

**Traits of a Trillium Academy Alumni Success Coach/Special Education Transition Coach:**

- Strong analytical, communication and writing skills.
- Ability to work well with students and their families and colleagues.

- Ability to travel via auto and air to support college students.
- A high threshold for stress and a tireless commitment to excellence in all endeavors.
- A "Whatever it Takes" attitude.

**Supervisory Responsibilities:**

This position does not have any supervisory responsibilities.

**Qualifications:**

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

**Education and/or Experience:**

Bachelor's degree (B. A. / B.S.) from four-year college or university required. Master's Degree is desirable but not required. Previous 9th - 12th grade educational experience highly desirable. Demonstrated successful work with teens and parents highly desirable.

**Language Skills:**

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from parents, students, and administration. Ability to effectively present information to top management, public groups, and/or boards of directors.

**Mathematical Skills:**

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**Reasoning Ability:**

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

**Computer Skills:**

To perform this job successfully, an individual should be competent in Microsoft Office applications (Outlook, PowerPoint, Word, and Excel) and ability to learn and use computer software as necessary. Ability to use basic office equipment.

**Safety Duties & Responsibilities:**

Every Trillium Academy employee has an obligation to know the Academy's safety rules and procedures; to teach what they know to others; to recognize unsafe actions and situations; to warn others of unsafe situations; to react to emergency situations and to report hazardous or unsafe practices to those in a position to correct them.

**Physical/Mental Demands:**

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

While performing the duties of this position, the employee is regularly required to sit and use the wrists, hands and/or fingers, The employee is occasionally required to stand; walk; climb or balance, The employee must occasionally lift and/or move up to 25 pounds, Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and ability to adjust focus, Work at a desk and computer screen for extended periods of time.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level is moderate and may have frequent interruptions. There may be activity from other employees and students of a distracting nature.

**Other Qualifications:**

Satisfactory criminal records check, pre-hire and annually thereafter, if applicable. Must be eligible to work in the United States and provide work authorization. Those with a willingness to make a 3-5 year commitment to the position will be preferred.

**Modification of Duties & Essential Functions:**

Trillium Academy retains the right to change and/or modify the duties and essential functions of this position at any time. This job description is not intended to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the employee.

**Job Title:** Before and After School Enrichment Club Staff  
**Contract:** School Year  
**Reports To:** School Administration  
**Employed By:** TRG

**Job Summary:**

Provide participating 7<sup>th</sup>-12<sup>th</sup> grade students with before and after school services that are aligned and support the education they receive throughout the school day.

**Performance Duties:**

- ❖ Provide structured atmosphere incorporating lessons and approaches used in the classroom.
- ❖ Communicate, collaborate and cooperate with colleges, supervisors and students.
- ❖ Consult, as appropriate, with the principal or department or grade level head.
- ❖ Follow all district and individual school policies, rules and procedures of Academy.
- ❖ Any other duties as assigned

**Requirements:**

- ❖ Demonstrate ability to work as part of a team.
- ❖ Basic computer skills.
- ❖ Verbal and written communication skills.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.
- ❖ Valid Michigan Teaching Certificate or Valid Michigan Substitute Permit.

**Job Title:** Food Service Staff  
**Contract:** School Year  
**Reports To:** The Romine Group, Inc. (“TRG”)  
**Employed By:** TRG

**Job Summary:**

Oversees the food service program according to policies and procedures, and federal/state requirements. Develops and maintains high standards of food preparation and service with emphasis on menu appeal and nutritional value. Maintains high standards of sanitation and safety. Maintains records of income and expenditures, food, supplies and equipment. Facilitates cooperation with education partners such as administrators, Teachers, parents and students.

**Performance Duties:**

- ❖ Plan and analyze menus to ensure that USDA meal patterns and nutritional requirements are met.
- ❖ Plan menu adaptations for children with special needs.
- ❖ Maintain a purchasing system consistent with USDA purchasing guidelines.
- ❖ Adhere to federal and state regulations regarding nutritional standards, reports and records. Prepare and maintain all records for required audits and reviews.
- ❖ Oversee the administration of free, reduced price meals according to federal regulations.
- ❖ Assess customer preferences to facilitate program improvement.
- ❖ Ensure that established sanitation and safety and production records are completed daily.
- ❖ Promote the school nutrition services to students, parents, other school personnel, and the community.
- ❖ Confer with federal, state and local school officials to develop curricula and establish guidelines for educational programs.
- ❖ Participate in workshops and conferences for professional growth and staff development.

**Requirements:**

- ❖ ServSafe certification in accordance with applicable law.
- ❖ Demonstrate ability to work as part of a team.
- ❖ Demonstrate ability to work with other groups in the integration of nutrition into other core subjects.
- ❖ Knowledge of food service requirements.
- ❖ Basic computer skills.
- ❖ Ability to interpret nutrient labeling.
- ❖ Ability to maintain records and complete reports, including web-based reports.
- ❖ Evidence of ongoing professional development.
- ❖ Considerable knowledge of food production and serving techniques, food safety/sanitation requirements and procedures.
- ❖ Verbal and written communication skills.
- ❖ Skill to promote the food service program to children, school personnel, parents and the public.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** Substitute Teacher  
**Contract:** School Year  
**Reports To:** School Administration  
**Employed By:** TRG

**Job Summary:**

Follows regular classroom Teacher's lesson plan and operates within the confines of school policy, protocol, methodology and culture.

**Performance Duties:**

- ❖ Report to the Principal or school Secretary upon arrival at the school.
- ❖ Communicate, collaborate and cooperate with colleges, supervisors and students.
- ❖ Maintain, as fully as possible, the established routines and procedures of the school and class.
- ❖ Assume the responsibilities for instructing classes when a Teacher is absent.
- ❖ Assume other responsibilities for that Teacher during the time the Teacher is absent.
- ❖ Assume responsibility for overseeing pupil behavior in class, during lunch and other activities.
- ❖ Consult, as appropriate, with the Principal or department or grade level head, before initiating any teaching or other procedures not specified in the lesson plans.
- ❖ Maintain appropriate records including checking test papers and recording grades.
- ❖ Oversee student assignments for homework and projects as outlined in lesson plans.
- ❖ Provide for individualized/small group assistance for students as indicated by lesson plans.
- ❖ Follow all district and individual school policies, rules and procedures of Academy.
- ❖ Any other duties as assigned.

**Requirements:**

- ❖ Demonstrate ability to work as part of a team.
- ❖ Basic computer skills.
- ❖ Verbal and written communication skills.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.
- ❖ Valid Michigan Teaching Certificate or Valid Michigan Substitute Permit.

**Job Title:** Special Education Teacher (Assigned Teaching Area)  
**Contract:** School Year  
**Reports To:** Special Education Coordinator  
**Employed By:** TRG

**Job Summary:**

Working in a full-time capacity, the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the School program and develop individualized learning plans for each student.

**Performance Duties:**

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students.
- ❖ Use data to prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-School relationship.
- ❖ **Maintain compliance with documentation, procedures, policies, implementation of IEP, IEPT, and all other special education requirements as directed by Special Education Coordinator.**
- ❖ Participate in school fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Coordinate field trips.
- ❖ Additional requirements necessary for special education process.
- ❖ Other duties assigned by Administrator/Principal.

**Requirements:**

- ❖ Bachelor's degree.

- ❖ Michigan teacher certification; appropriate endorsement in subject area or special education as applicable.
- ❖ Highly qualified under NCLB.
- ❖ Teaching experience preferred.
- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.
- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.



**Job Title:** Intervention Specialist  
**Contract:** Extended School Year  
**Reports To:** Program Coordinator  
**Employed By:** TRG

**Job Summary:**

The Program Coordinator is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of academically struggling students. He/she will organize and implement modified/individual curriculum and assessments and support, team-teach, and/or coach classroom teachers of struggling students and provide updated communication to Administrator/Principal and parents.

**Performance Duties:**

- ❖ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ❖ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ❖ Prepare and plan lessons, projects and a variety of student assessments.
- ❖ Administer School-approved standardized tests.
- ❖ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ❖ Teach rules of conduct and proper etiquette.
- ❖ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ❖ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ❖ Prepare and disseminate student progress reports to parents.
- ❖ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ❖ Supervise students within the School setting and on School grounds.
- ❖ Counsel students regarding academic and behavioral problems.
- ❖ Provide consistent and progressive corrective discipline.
- ❖ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ❖ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ❖ Maintain schedule for program time in classrooms and with pull-out groups of students.
- ❖ Participate and provide guidance for the RTI Team and classroom teachers.
- ❖ Provide guidance, coaching, and feedback on strategies and best practices to meet the needs of struggling students with assigned classroom teachers.
- ❖ Participate on the School Improvement Team and provide student achievement data for decision-making.
- ❖ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.

- ❖ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ❖ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ❖ Create an atmosphere of security and trust, as well as, encourage innovation.
- ❖ Consult with parents/guardians regarding student academic and behavioral progress.
- ❖ Other duties as assigned by Administrator/Principal or Program Coordinator.

**Requirements:**

- ❖ Bachelor's degree.
- ❖ Master's degree and/or program specific Endorsement preferred.
- ❖ Michigan teacher certification.
- ❖ Highly Qualified under NCLB.
- ❖ Teaching experience preferred.
- ❖ Verbal and written communication skills.
- ❖ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ❖ Satisfactory performance ratings in delivery of instruction and classroom management.
- ❖ Evidence of recent participation in professional development.
- ❖ Satisfactory completion of oral and written interview.
- ❖ Criminal Records clearance.
- ❖ Unprofessional Conduct clearance.

**Job Title:** School, Family, Community Outreach Coordinator  
**Contract:** Extended School Year  
**Reports To:** Principal/Superintendent  
**Employed By:** TRG

**Job Summary:**

The SFCO Coordinator is primarily responsible for public relations and event coordination by helping to build and maintain relationships between the school, families, and community through positive communication, family/student event planning, volunteer recruitment and coordination, and establishing community partnerships to support the administration in achieving the mission of the school.

**Performance Duties for 22-23 School Year:**

- ❖ Working to positively engage families and the community in the school, while protecting the academic instructional time.
- ❖ Assist in planning and execution of the following school events:
  - Meet the Teacher Nights - August
  - School Pictures - September/November
  - Fall Fest - October
  - Middle School Dance 1 (October Fall/Costume Dance)
  - Activity Night #1 4-5th (November)
  - Winter Fest (Tigers at the North Pole Winter Extravaganza) - December
  - Middle School Dance 2 (February Valentine's Dance)
  - Activity Night #2 4-5th (March)
  - Bring a Friend Night/New Parent Open House (March)
  - Kindergarten Round Up (March)
  - Spring Fest Family Picnic (May)
  - GSRP Onsite Field Trip (June)
  - 8th grade graduation/Kindergarten graduation (June)
  - Community Summer Marketing Events (Music in the Park June, July, August)
    - Assist in recruiting and coordinating volunteers for the above events.
- ❖ Assist in creating and establishing community partnerships with the school.
- ❖ Assist admin in field trip planning as needed and time capacity permits.
- ❖ Assist admin in staff appreciation planning and scheduling as needed.
- ❖ Participate in a monthly admin meeting to review upcoming events and needs.
- ❖ Follow budgeting and finance guidelines and communicate needs to the principal/superintendent.
- ❖ Assist in positive communication between families, the community, and the school admin team.
- ❖ Create flyers and brochures for events.

- ❖ This position and needs can grow in the future and will be discussed before expectations are changed or updated.

**Requirements:**

- ❖ High School Diploma.
- ❖ Background Check and Criminal Records Clearance through Fingerprint Process.
- ❖ Unprofessional Conduct Clearance.
- ❖ Completed and Approved New Hire Packet.

**Necessary Skills:**

- ❖ Communication skills: Both verbal and in writing to inform and engage families, the school, and people in the community of the organization's purpose. An Outreach Coordinator's communication skills are necessary to communicate goals to families, school, and community.
- ❖ Project management skills: It is essential for an Outreach Coordinator to have skills in time management, scheduling other people and coordinating locations for events as well as vendors for events.
- ❖ Administrative skills: Office skills are essential for an Outreach Coordinator because there are many tasks and paperwork in coordinating events, budgets and people.
- ❖ Ability to multitask with several project details at once: This ability is critical because events, people and members of the media need to be contacted and managed for effective publicity for the organization.
- ❖ Design and visioning skills: Both are essential to the well execution of an event that flows, attends to every detail, and includes the consideration of a guests experience in the planning.

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

**Job Title:** Para-Pro (Full or Part time)  
**Contract:** School Year  
**Reports to:** Administrator/Principal or Program Coordinator  
**Employed By:** TRG

### **Job Summary:**

Working to assist the classroom Teacher with student learning to increase student achievement, and work with the educational team to develop and implement the School and/or classroom program.

### **Performance Duties:**

Assist the classroom Teacher to do the following:

- ◆ Facilitate and communicate knowledge and strategies for learning to students.
- ◆ Prepare and plan lessons based on student assessment data, projects and a variety of student assessments.
- ◆ Administer School-approved standardized tests.
- ◆ Develop and/or implement individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Demonstrate competency in assigned subject areas and the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Prepare and maintain accurate and appropriate student attendance/daily tracking logs and PAR forms as outlined by the Supervisor.
- ◆
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Coordinate field trips.
- ◆ Other duties assigned by the classroom Teacher.

### **Requirements:**

- ◆ Associate Degree or pass competency test.
- ◆ Highly Qualified under NCLB.
- ◆ Experience preferred.
- ◆ Three (3) letters of recommendation.
- ◆ Ability to work with young people.
- ◆ Willingness to participate in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

**Job Title:** Counselor  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal/ Program Coordinator  
**Employed By:** TRG

### **Job Summary:**

Under the direction of the Administrator/Principal, the Counselor will assist in the supervision of support staff as necessary, facilitate School programs, and provide guidance to students in designated areas. The Counselor will also provide personal, social and educational counseling to the students of Trillium Academy at-risk of not progressing based on additional criteria.

### **General Education Performance Duties: .25**

- ◆ Provide scheduling, transcripts, and graduation audit support.
- ◆ Counsel students in college and academic preparedness.
- ◆ Establish and maintain communication with parents.
- ◆ Provide support and supervision in 504 Planning.
- ◆ Write proposals and make application for grants.
- ◆ Assume other duties as assigned by Administrator/Principal.

### **Title 1 Education Performance Duties: .75**

- ◆ Counsel struggling students in academics, behavior, social and emotional support.
- ◆ Establish and maintain communication with parents.
- ◆ Develop and facilitate programs and workshops for parents.
- ◆ Make home visits as needed.
- ◆ Provide referrals to designated agencies as needed.
- ◆ Facilitate various groups as needed.
- ◆ Implement conflict management groups.
- ◆ Write proposals and make application for grants for Title 1 program support.
- ◆ Complete appropriate documentation for Personal Activity Reports and student eligibility.

### **Requirements:**

- ◆ Master's Degree.
- ◆ Previous experience in counseling preferred.
- ◆ Meet MDE and Federal requirements for certification for counselor.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Detail oriented with high quality organizational skills.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

# TRG FEDERAL PROGRAM JOB DESCRIPTIONS

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

**Job Title:** Social Worker  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal/ Program Coordinator  
**Employed By:** TRG

### **Job Summary:**

Under the direction of the Administrator/Principal, the Counselor/Social Worker will assist in the supervision of support staff and facilitate School programs. The Social Worker will also provide personal, social and educational therapy to the students and families of Trillium Academy.

### **Performance Duties:**

- ◆ Supervise students.
- ◆ Counsel students.
- ◆ Establish and maintain communication with parents.
- ◆ Develop and facilitate programs and workshops for parents.
- ◆ Make home visits as needed.
- ◆ Provide referrals to designated agencies as needed.
- ◆ Facilitate various groups as needed.
- ◆ Implement conflict management groups.
- ◆ Write proposals and make application for grants.
- ◆ Utilize technology.
- ◆ Assume other duties as assigned by Administrator/Principal.

### **Requirements:**

- ◆ Master's Degree.
- ◆ Previous experience in counseling preferred.
- ◆ Meet MDE requirements for certification and licensing through state and Office of Special Education as applicable.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.



## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

**Job Title:** Program Coordinator (Title 1, RTI, Special Education, Student Achievement)  
**Contract:** Extended School Year  
**Reports To:** Administrator/Principal  
**Employed By:** TRG

### **Job Summary:**

The Program Coordinator is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of academically struggling students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

### **Performance Duties:**

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School-approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Prepare schedule for assigned program time in classrooms and with pull-out groups of students.
- ◆ Participate and provide guidance for identification of RTI Tiers and/or special education.
- ◆ Participate on the School Improvement Team and provide student achievement data for decision-making.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

- ◆ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Participate in recruiting, selecting and hiring of Program staff.
- ◆ Supervise and evaluate Program staff.
- ◆ Maintain complete and accurate records of the entire assigned program.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Other duties as assigned by Administration.

### **Requirements:**

- ◆ Bachelor's degree.
- ◆ Master's degree and/or program specific Endorsement preferred.
- ◆ Michigan teacher certification.
- ◆ Highly Qualified under NCLB.
- ◆ Teaching experience preferred.
- ◆ Verbal and written communication skills.
- ◆ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

**Job Title:** Special Education Teacher (Assigned Teaching Area)  
**Contract:** School Year  
**Reports To:** Special Education Coordinator  
**Employed By:** TRG

### **Job Summary:**

Working in a full-time capacity, the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the School program and develop individualized learning plans for each student.

### **Performance Duties:**

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students.
- ◆ Use data to prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-School relationship.
- ◆ **Maintain compliance with documentation, procedures, policies, implementation of IEP, IEPT, and all other special education requirements as directed by Special Education Coordinator.**
- ◆ Participate in school fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Coordinate field trips.
- ◆ Additional requirements necessary for special education process.
- ◆ Other duties assigned by Administrator/Principal.

### **Requirements:**

- ◆ Bachelor's degree.
- ◆ Michigan teacher certification; appropriate endorsement in subject area or special education as applicable.
- ◆ Highly qualified under NCLB.

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

- ◆ Teaching experience preferred.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

**Job Title:** Intervention Specialist  
**Contract:** Extended School Year  
**Reports To:** Program Coordinator  
**Employed By:** TRG

### **Job Summary:**

The Intervention Specialist is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of academically struggling students. He/she will organize and implement modified/individual curriculum and assessments and support, team-teach, and/or coach classroom teachers of struggling students and provide updated communication to Administrator/Principal and parents.

### **Performance Duties:**

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School-approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Maintain schedule for program time in classrooms and with pull-out groups of students.
- ◆ Participate and provide guidance for the RTI Team and classroom teachers.
- ◆ Provide guidance, coaching, and feedback on strategies and best practices to meet the needs of struggling students with assigned classroom teachers.
- ◆ Participate on the School Improvement Team and provide student achievement data for decision-making.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Initiate and implement processes for monitoring and evaluating student achievement and growth.

## TRG FEDERAL PROGRAM JOB DESCRIPTIONS

- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Other duties as assigned by Administrator/Principal or Program Coordinator.

### **Requirements:**

- ◆ Bachelor's degree.
- ◆ Master's degree and/or program specific Endorsement preferred.
- ◆ Michigan teacher certification.
- ◆ Highly Qualified under NCLB.
- ◆ Teaching experience preferred.
- ◆ Verbal and written communication skills.
- ◆ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

## **EDUCATIONAL SERVICE PROVIDER AGREEMENT**

This Educational Service Provider Agreement is made and entered into as of the 1st day of July, 2023, by and between The Romine Group, Inc, (hereafter referred to as “TRG”) a Michigan corporation located at 7877 Stead Street, Utica, Michigan and Momentum Academy (“Academy”) by and through its Board of Directors (“Academy Board”) formed under Part 6A of the Revised School Code (the “Code”), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws located in Michigan.

The following is a recital of facts underlying this Agreement:

The Academy is a public school academy, organized under the Code. The Academy has been issued a contract, dated July 1, 2023 (the “Contract”), from the Lake Superior State University Board of Trustees (“University Board”) to organize and operate a public school academy, with the University Board as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

TRG specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. TRG’s products and services are designed to serve the needs of a diverse student population.

The Academy and TRG desire to create an enduring educational partnership, whereby the Academy and TRG will work together to bring educational excellence and innovation to the Waterford, Michigan area, based on TRG’s school design, comprehensive educational program, institutional principles and management methodologies.

In order to implement an innovative educational program at the school, the parties, desire to establish this arrangement for the management and operation of certain of the Academy’s educational and administrative activities or functions.

**Therefore, it is mutually agreed as follows:**

### **ARTICLE I TERM**

This Agreement shall become effective upon execution and shall run coterminous with the Contract issued to the Academy by the University Board. 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. The term of this Agreement

shall not exceed the term of the Contract.

## **ARTICLE II**

### **CONTRACTUAL RELATIONSHIP**

**A. Authority.** The Academy Board represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy Board further represents that it has been issued a Contract by the University Board to organize and operate a public school academy situated in Michigan. The Academy Board is therefore authorized by the University Board to supervise and control the Academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

**B. Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with TRG to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Contract. TRG 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. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in the Agreement.

**C. Status of the Parties.** TRG is a for-profit corporation, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of TRG. The relationship between TRG and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with the Academy Board's rights under the Contractor the Academy's statutory, contractual, or fiduciary responsibilities governing the operation of the Academy, and neither shall be limited or rendered impossible by any action or inaction of TRG. Additionally, no action or inaction by TRG or any provision in the 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.

**D. Independent Contractor Status.** The relationship between the parties is that of an independent contractor, and not employer-employee. No agent or employee of TRG shall be determined to be the agent or employee of the Academy. Notwithstanding the foregoing, TRG and its employees are designated as limited agents of the Academy in the following specific instances only:

1. TRG, its respective officers, directors, employees, and designated agents are hereby authorized to serve as agents of the Academy having a legitimate educational interest such that they are jointly and severally entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act.

2. During the term of this Agreement, the Academy may disclose confidential



data and information to TRG, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individual 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.

3. As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract.

TRG will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall predetermine the Academy Board’s course of action in choosing to assert or not assert, waive or not waive, governmental immunity.

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

**F. 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 TRG nor any TRG owner, officer, director, employee or agent shall be designated as the Chief Administrative Officer of the Academy, but a TRG employee may assist an Academy Board member who is the Chief Administrative Officer in carrying out their responsibilities.

### **ARTICLE III**

#### **FUNCTIONS TO BE PERFORMED BY THE ROMINE GROUP**

In consideration of the management fee paid by the Academy, TRG shall perform the-following:

**A. Responsibility.** TRG shall be responsible, and accountable to the Academy Board, for the management, operation and performance of the Academy.

**B. Educational Program.** The educational program and the program of instruction shall be implemented by TRG. TRG may recommend changes in the education

program contained in the Contract (“Educational Program”) to the Academy Board. The Educational Program may be adapted and modified from time to time with prior Academy Board approval and in conjunction with the Contract amendment process, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and TRG are interested in results and not in inflexible prescriptions.

**C. Strategic Planning.** At the request of the Academy Board, TRG shall help design strategic plans for the continuing educational and financial benefit of the Academy.

**D. Public Relations.** TRG shall assist the Academy Board with the design and implementation of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, and to increase enrollment at the Academy.

**E. Special Functions.** TRG will provide the following services to the Academy under the direction and supervision of the Academy Board:

Operational Public School Academy Services

1. Financial
  - \* Preparation of an annual budget
  - \* Develop salary schedules
  - \* Select benefit packages
  - \* Determine retirement options
  - \* Provide Payroll Services
  - \* Assist with yearly audit and locating C.P.A. (however, the Academy Board shall have the sole authority to select and retain an independent accounting firm to conduct the annual audit)
  - \* Pay Academy Board approved invoices on a timely basis
2. Educational Planning
  - \* Curriculum Expansion
  - \* Selection of assessments approved by the Academy Board
  - \* Assist with development and implementation of School Improvement Plan
  - \* Assist with accreditation of Academy from North Central Association
  - \* Assist with development and implementation of Technology Plan
3. Staff Development
  - \* Offer workshops and seminars
  - \* Offer professional growth activities
  - \* Develop and, after Academy Board approval, administer

Administrator and Educator evaluation and observation in accordance with Sections 1249 and 1250 of the Code

4. Problem Solving
  - \* Manage TRG Personnel issues
  - \* Conflict resolution
  - \* Student/parent/teacher issues
5. Compliance Issues
  - \* Membership reports
  - \* Annual reports
  - \* Annual audits
6. Purchase equipment/furniture approved by the Academy Board
7. Contracted Services (as needed)
  - \* Maintenance (building)
  - \* Cleaning supplies/equipment
  - \* Snow removal
  - \* Lawn service
  - \* Painting
  - \* Landscaping
  - \* Parking lot maintenance
  - \* Playground equipment
  - \* Athletic equipment

Assets provided, or caused to be provided, to the Academy by TRG with funds TRG has received from sources other than the Academy under Article V shall remain the property of TRG or the providing entity unless agreed in writing to the contrary. All acquisitions made by TRG for the Academy with funds TRG has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Academy Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that TRG purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, TRG shall comply with Section 1274 of the Code as if the Academy were making such purchases directly from a third party and such equipment, materials, and supplies shall be and remain the property of the Academy. TRG certifies that there shall be no markup of costs or any added fees for supplies, materials, or equipment procured by TRG on the Academy's behalf and that said supplies, materials and/or equipment shall be inventoried in such a way that it can be clearly established which property belongs to the Academy.

- F. **Subcontracts.** TRG reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior

approval of the Academy Board. TRG shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board.

- G. Place of Performance.** TRG reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off site, unless prohibited by the Contract or applicable law.
- H. Student Recruitment.** TRG and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies approved by the Academy Board. Application by or for students shall be voluntary, and shall be in writing. Students shall be enrolled in accordance with the procedures set forth in the Academy's Contract and in compliance with the Code and other applicable law.
- I. Legal Requirements.** TRG shall assist the Academy in providing Educational Programs that meet the requirements imposed under the Contract and applicable law, unless such requirements are, or have been waived by the appropriate State or Federal government authorities.
- J. Rules and Procedures.** TRG shall recommend reasonable rules, regulations and procedures applicable to the Academy, and TRG is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy Board.
- K. School Years and School Day.** The school year and the school day shall be scheduled as required by law and the Contract.
- L. Additional Grades and Student Population.** If requested by the Academy Board, TRG, in connection with the Academy Principal, shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Academy's Contract.

#### **ARTICLE IV** **OBLIGATIONS OF THE BOARD**

The Academy Board shall exercise good faith in considering the recommendations of TRG and the Academy Principal including, but not limited to their recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations and school entrepreneurial affairs. TRG does understand all of these decisions remain the responsibility of the Academy Board and may not be delegated directly to TRG.

#### **ARTICLE V** **FINANCIAL ARRANGEMENTS**

- A. Compensation for Services.** During the term of this Agreement, the Academy shall pay TRG a capitation fee of an amount equal to ten (10%) percent, based upon all of the funds received by the Academy that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular students enrolled in the Academy (“SSA”) and the 31A –At Risk, Title I, IIA, IID and V program funds. The SSA may change according to overall changes in the student allocations by the State of Michigan. Such fee shall not be less than \$125,000 nor exceed \$250,000 in any one academic year of the Academy
- B. No Related Parties or Common Control.** TRG will not have any role or relationship with the Academy that, in effect, substantially limits the Academy Board’s ability to exercise its rights, including cancellation rights, under this Agreement. The Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and TRG that none of the voting power of the Academy Board will be vested in TRG or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of TRG will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and TRG will not employ the same individuals. Further, the Academy and TRG will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended
- C. Payment of Costs.** In addition to the fee described in this Article V(A), the Academy shall reimburse TRG for all costs incurred and paid by TRG in providing the Educational Program and other goods and services, at the Academy pursuant to Articles III, V, VI, and XI of this Agreement, provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of TRG employees assigned to the Academy to provide goods and services to the Academy (but excluding any corporate costs of TRG), building payments, maintenance, capital improvements (if not paid directly by the Academy) and subcontractor fees. In paying costs on behalf of the Academy, TRG shall not charge an added fee. The Academy shall not reimburse TRG for any costs incurred or paid by TRG as a result of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XII, XIII, and XIV of this Agreement. The Academy Board may pay or reimburse TRG for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to TRG for the approved fees or expenses associated with the

Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification within thirty (30) days after the expense is incurred. Any costs reimbursed to TRG 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 TRG.

- D. Time and Priority of Payments.** The fee due to TRG shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. TRG shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each school year and ending in August of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA.
- E. Other Revenue Sources.** In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education, the Academy and TRG shall endeavor to obtain revenue from other sources. In this regard:
- (1) With prior approval of the Academy Board, the Academy and/or TRG shall solicit and receive grants and donations consistent with the mission of the Academy.
  - (2) With prior approval of the Academy Board, the Academy and/or TRG may apply for and receive grant money, in the name of the Academy.
  - (3) To the extent permitted under the Code and with prior approval of the Academy Board, TRG may charge fees to students for Additional Programs (as defined in Article VII, Section A) and charge non-Academy students who participate in such Additional Programs. To the extent that TRG is involved with the management of the Additional Programs, TRG and the Academy will split all revenue collected from the Additional Programs, in a proportion agreed upon by the parties in advance of TRG conducting such programs, less expenses to the Academy caused by such Additional Programs, if not prohibited by law.
- F. Other Institutions.** The Academy acknowledges that TRG may enter into similar management agreements with other public or private educational schools or institutions ("Institutions"). TRG shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If TRG incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then TRG, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All

grants or donations received by the Academy or by TRG for the specific benefit of the Academy shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of TRG, or other schools managed by TRG.

**Notwithstanding the above, TRG agrees that no corporate costs or “central office” personnel costs of TRG shall be charged to, or reimbursed by, the Academy, and such corporate costs or “central office” personnel costs shall be paid out of the management fee paid by the Academy.**

**G. Reporting.** TRG shall provide the Academy Board with:

1. All information the Academy’s auditors reasonably request.
2. Reports on Academy operations, finances, and student performance, upon request of the Academy Board, the University Board or the State of Michigan.
3. Level of compensation and fringe benefits of employees assigned to the Academy.
4. On not less than a monthly basis, a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level detail 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 the 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. TRG shall provide special reports as necessary or as reasonably requested by the Academy Board to keep the Board informed of changing conditions
5. Other information on a periodic basis or as reasonably requested by the Academy Board to enable the Academy Board to monitor TRG’s educational performance and the efficiency of its operations of the Academy.

**H. Access to Records.** TRG shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of TRG, and, retain all of said records to which such books, accounts and records relating to the Academy shall be retained in accordance with the Michigan Department of Education’s record retention policy. All Academy records in the possession of TRG are owned by the Academy and are Academy records. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act and shall be physically stored at the Academy’s

physical facilities or directly accessible at the Academy facility. Except as permitted under the Contract and applicable law, nothing in this Agreement shall be interpreted to restrict the University's or the public's access to the Academy's records. All records pertaining to TRG's teacher and administrator certifications, as well as a copy of the TRG employee handbook shall be maintained physically on site or directly assessable at the Academy facility. TRG and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. TRG shall make all Academy records available to the Academy's independent auditor and the University or the University Charter Schools Office upon request. In the event of a data breach of confidential information, including but not limited to the release of personally identifiable information (PII) from Academy education records or other records, TRG will notify students and families, and take all necessary action to mitigate the data security breach in accordance with Academy policy.

- I. **Review of Budget.** TRG shall be responsible for preparing a draft of the annual budget. The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy. TRG 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.
- J. **Annual Audit.** The Academy Board shall select, retain, and pay an independent auditor for an annual financial audit in accordance with the Contract and applicable state law. TRG shall cooperate with said auditor and will make sure that all Academy's financial records and TRG records related to the Academy are made available to the independent auditor and the University. TRG shall not select, retain, evaluate, or replace the independent auditor for the Academy.
- K. **Payment of Academy Funds.** The Academy Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account. Signatories on the depository account shall 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 TRG to fulfill its obligations under this Agreement.
- L. **Compliance with Section 12.17 of Contract Terms and Conditions.** TRG



shall make information concerning the operation and management of the Academy, including without limitation the information described in 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.

- M. Compliance with Section 503c.** On an annual basis, TRG 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 Aid Act of 1979, MCL.388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) day of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Revised School Code, MCL 380.503c, shall have the same meaning in this Agreement

## **ARTICLE VI** **PERSONNEL & TRAINING**

- A. Personnel Responsibility.** Subject to Academy Board policies and the Academy Board approved budget, TRG shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and TRG agree that TRG has all the rights, discretion and authority required by law to constitute an "employer" as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board may request that TRG personnel be placed elsewhere by TRG if the Academy is dissatisfied with their performance, but all ultimate personnel decisions are reserved to TRG, as the sole employer. TRG shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-compete agreements of any nature.
- B. Principal.** Because the accountability of TRG to the Academy is an essential foundation of this partnership, and because the responsibility of a principal ("Principal") is critical to its success, the Principal will be an employee of TRG and TRG will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract between TRG and the Principal, and the duties and compensation of the Principal shall be determined by TRG consistent with the Contract and the Academy Board's approved budget. The Principal and TRG, in turn, will have similar authority to select and hold accountable the teachers in the Academy.
- C. Teachers.** Subject to the Contract, Academy Board policies, and the Academy

Board approved budget, and from time to time thereafter, TRG shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. TRG shall provide and assign such teachers, qualified in the grade levels and subjects to the Academy, as are required by the Code, the Academy Board. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth in the Contract. Such teachers may, in the discretion of TRG, work at the Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers' salaries and benefits shall be pro-rated in the Academy's budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by TRG. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Code for teachers who are employees of the Academy.

- D. Support Staff.** TRG shall recommend, and the Academy Board shall determine, the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like.
- E. Employer of Personnel.** Except as specified in this Agreement, all administrative, instructional, and support staff personnel performing functions on behalf of the Academy shall be employees of TRG. Compensation of all employees of TRG shall be paid by TRG. TRG is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether TRG receives an advancement of its costs or the payment of services from the Academy. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. TRG shall be responsible for paying workers' compensation and social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, TRG shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. TRG shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees and any contractors that frequently come into contact with students, as if it were a public school academy under the Code. Evidence of same shall be confidential and stored in a secure manner, in physical form, at the Academy or directly accessible at the Academy facility. Teachers employed by TRG shall not be considered teachers for purposes of continuing tenure under MCLA § 38.71 *et seq.*

- F. **Training.** TRG shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Such methodology shall, at a minimum, utilize TRG's teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Code. Non-instructional personnel shall receive such training as TRG determines as reasonable and necessary under the circumstances consistent with the Code.
- G. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and TRG 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.

## **ARTICLE VII ADDITIONAL PROGRAMS**

- A. **Additional Programs.** The services provided by TRG to the Academy under this Agreement consist of the Educational Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, TRG may provide extra services such as summer and after school programs, athletics, adult and community education and other special programs ("Additional Programs").
- B. **Food Service and Transportation.** TRG will not initially provide transportation services to students at the Academy. If approved by the Academy Board, the students will be provided a catered lunch program under the normal school lunch program.

## **ARTICLE VIII TERMINATION OF AGREEMENT**

- A. **Termination By TRG.** TRG may terminate this Agreement with, or with out, cause prior to the end of the term with sixty (60) days written notice.
- B. **Termination by the Academy.** The Academy may terminate this Agreement with, or with out, cause prior to the end of the term with sixty (60) days written notice.
- C. **Change in Law.** If any federal, state, or local law or regulation, 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 renegotiating of the Agreement; and if the parties are unable or unwilling

to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) days further written notice.

- D. Effective Date of Termination.** In the event that this Agreement is terminated by either party prior to the end of the term specified in Article I, any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid school year is strongly discouraged and will be disapproved by the 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. Expiration.** Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this Agreement, whether with or without cause, TRG shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at TRG's expense and not paid for by the Academy, or (b) to make payment for any such property, at the sole option of the Academy Board. If the Academy Board chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the building owner.
- F. Transition and Termination.** Upon termination, TRG shall work for a period up to ninety (90) days if deemed necessary by the Academy to transition to a new Educational Service Provider. The fee shall be in accordance with the compensation stated herein. However, upon termination or expiration of the Agreement or in the event the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, TRG 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 the ESP, if any; (v) the amount owed by the ESP 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 the ESP to the Academy.

- G. No Penalty Early Termination.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and TRG shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

## **ARTICLE IX PROPRIETARY INFORMATION**

- A. Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by TRG at the direction of the Academy Board with Academy funds dedicated to the purpose of developing such curriculum or materials. TRG owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by TRG, curriculum and educational materials developed by TRG not using funds from the Academy, and curriculum and educational materials not dedicated to the specific purpose of developing Academy curriculum or educational materials. TRG and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and TRG each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. TRG's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.
- B. Required Disclosure.** The Academy Principal shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

## **ARTICLE X**

## INDEMNIFICATION

**A. Indemnification.** To the extent permitted by applicable law, and without waiving any governmental immunities, the Academy shall indemnify and save and hold TRG and all if its employees, officers, directors, subcontractors, and agents (collectively “TRG Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by Academy or any of its Academy employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse TRG for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

TRG shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively “Academy Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the TRG or any of its TRG Employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by TRG with any agreements, covenants, warranties, or undertakings of TRG contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of TRG contained in or made pursuant to this Agreement. In addition, TRG shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

**B. 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 for purposes of this paragraph, “the University”) are deemed to be third party beneficiaries for purposes of this Agreement pursuant to the Contract. As third party beneficiaries, TRG 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 University Board’s approval of the Academy’s application, the University Board’s consideration of or issuance of a Contract, TRG’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 TRG, or which arise out of the failure of the Academy Board or TRG 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 TRG to enforce its rights as set forth in this Agreement.

## **ARTICLE XI** **INSURANCE**

**A. Insurance of the Academy.** The Academy shall maintain insurance coverage in the amounts required by the Contract, including the indemnification of TRG provided by this Agreement. In the event that the insurance carrier for the Academy's Authorizer, Lake Superior State University, requests changes in the coverage identified in the Contract, the Academy agrees to comply within thirty (30) days after written notice of the insurance coverage change. The Academy shall, upon request, present evidence to TRG that it maintains the requisite insurance in compliance with the provisions of this paragraph. TRG shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s) or the Contract.

**B. Insurance of TRG.** TRG shall secure and maintain general liability insurance with the Academy listed as an additional insured. TRG shall maintain insurance coverage in an amount and on such terms as are reasonably acceptable to the Academy Board and as required by the Contract, including the indemnification of the Academy provided by this Agreement and including coverage for sexual molestation or abuse. TRG shall, upon request, present evidence to the Academy 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 TRG under TRG's policy with its insurer(s). TRG's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. The cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by TRG.

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

## **ARTICLE XII** **WARRANTIES AND REPRESENTATIONS**

The Academy and TRG each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and TRG mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XIII**  
**MISCELLANEOUS**

- A. Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and TRG.
- B. Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part'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:

**With a copy to:**

Momentum Academy  
60 S. Lynn St.  
Waterford, MI. 48328  
Attn. President, Board of Directors

The Romine Group, Inc.  
Corporate Headquarters  
7877 Stead Street  
Utica, Michigan 48317  
Attention: Angela Gilbert

- D. Severability.** The invalidity of any of the covenants, phases, 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, phase, 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. The Academy Board and TRG may not substantially amend this Agreement without notification to the University Board pursuant to the Contract and applicable Charter School Office policies. Said amendment shall not be contrary to this Section and it must be accompanied by a Legal Opinion. The Academy is responsible for submitting any and all amendments in final draft form to the



University Board for review under the Contract.

- G. Non-Waiver.** No failure of either party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, 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.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
- I. Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- J. Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan. Nothing in this Agreement shall be construed as delegating to TRG any powers of the Academy Board that are not subject to delegation by the Board under Michigan law or the Contract.

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

**THE ROMINE GROUP, INC.**

*Greg Lathrop*

[Greg Lathrop \(Jul 6, 2023 17:39 EDT\)](#)

BY: President

ITS:

DATE: Jul 6, 2023

**MOMENTUM ACADEMY**

*Robert Terwilliger*

[Robert Terwilliger \(Jul 6, 2023 18:09 EDT\)](#)

BY:

ITS: President

DATE: Jul 6, 2023

**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

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

Physical Plant Description .....	6-1
Site Plan .....	6-3
Floor Plan.....	6-4
Commercial Property 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 Bay City Academy (“Academy”) is as follows:

Address: 60 S. Lynn Ave.  
Waterford, Michigan 48328

Description: The Academy has 15 full classrooms, a full size gymnasium with a stage, one main office, a staff work/break room, serving kitchen, bathrooms, and locker rooms. The brick-and-mortar building is approximately 40,300 square feet and is situated on a large parcel of land, approximately 4.8 acres, that is mostly parking lot which offers over 150 parking spaces. The parcel also has separate playgrounds for elementary students and GSRP students. There is also plenty enough green space for running around or hosting P.E. class outside. The property is shared with St. Benedicts Catholic Church.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-Kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Waterford School District  
ISD: Oakland ISD

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

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

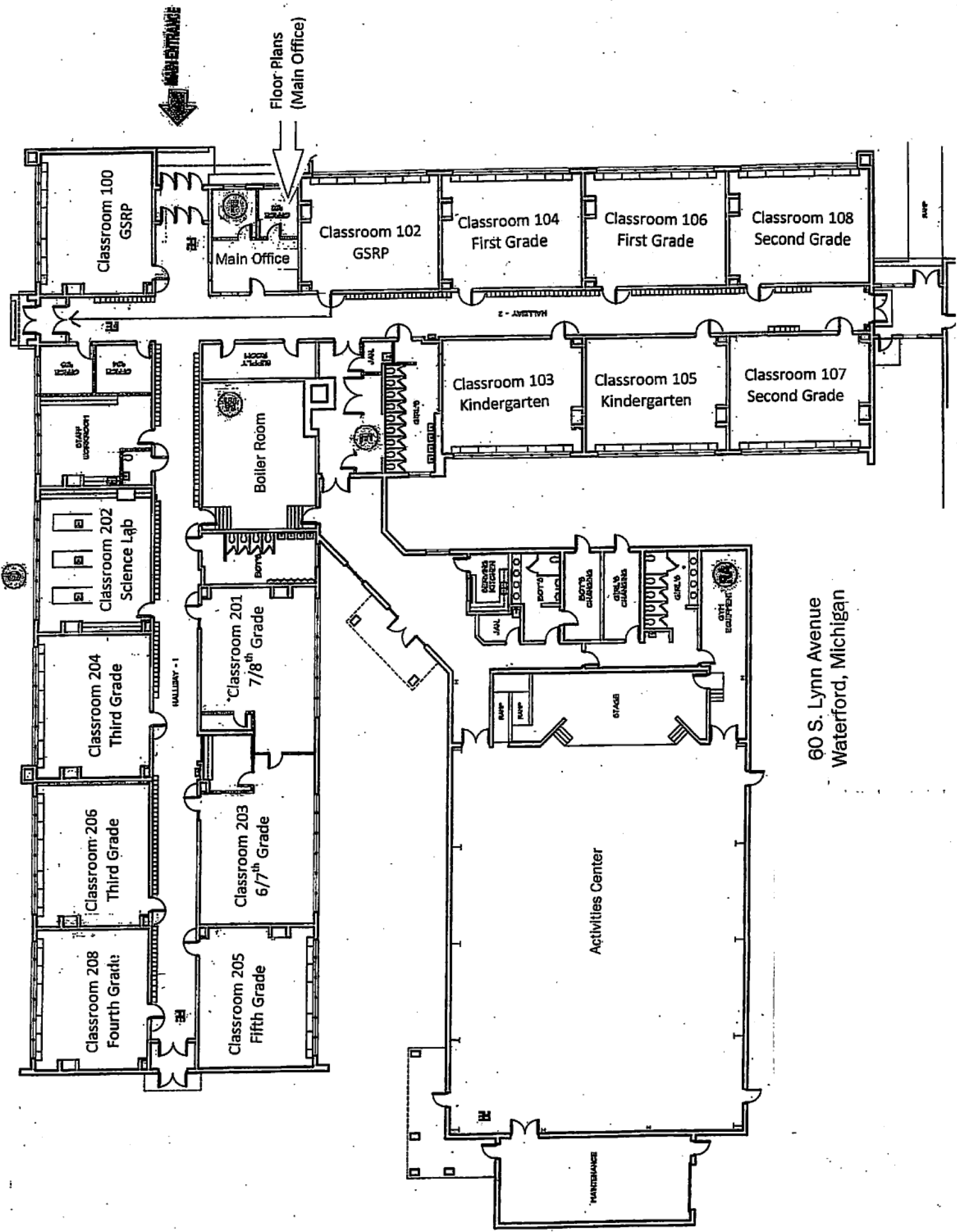
4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals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

operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

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

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





60 S. Lynn Avenue  
Waterford, Michigan

## COMMERCIAL PROPERTY LEASE

This lease (the "Lease") is entered into effective as of July 1, 2023 between Academic Facilities LLC, a Michigan limited liability company("Lessor"), and Momentum Academy, a Michigan public school academy with offices at 121 S. Main Street, Romeo, Michigan 48065 ("Lessee"), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee the portions of the land, building, and related improvements at 60 S. Lynn Ave., Waterford, Michigan, designated in Exhibit A, the "Premises." The Premises shall be expanded or reduced as necessary to make sure the Lessee is in compliance with all requirements of the Lake Superior State University Board of Trustees ("University Board") and the conditions of the Charter Contract issued by the University Board to Lessee dated July 1, 2023 ("Contract"). Lessor agrees to make available all lease and physical plant records of the Lessor related to the Premises to the Lessee, and the Lessee's independent auditor, and the University Board upon request.
2. **Term.** The initial term of this Lease shall commence effective as of July 1, 2023 (the "Commencement Date") and expire on June 30, 2028. Notwithstanding the foregoing, in the event that Lessee's Contract is terminated, suspended, revoked, or otherwise expires by its own terms, this Lease shall automatically terminate without further obligation, or rights, or penalties to either party hereunder.

In addition, Lessee may terminate this Lease, without cost or penalty to the Lessee, in the event that the Lessee is required to close a Lessee site covered by this Lease (i) pursuant to a notice issued by the Department under Section 507 of the Revised School Code (the "Code"), MCL 380.507; or (ii) pursuant to a reconstitution by the University Board pursuant to Section 507 of the Code, MCL 380.507 and the Contract. Lessor shall have no recourse against the Lessee or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Lessor from receiving payments owed prior to site closure or reconstitution, or relieve the Lessee from paying any costs or expenses owed under this Lease prior to site closure or reconstitution.

3. **Rent**
  - a. **Base Rent.** For the first term of the Lease, Lessee shall pay Lessor a minimum of \$100,000 or 13% of all of the funds received by the Academy that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular students enrolled in the Academy ("SSA"), whichever is greater, as Base Rent for the Premises. Payments shall be made to Lessor at its address or any other place designated in writing by Lessor.
  - b. **Additional Rent.** Lessee shall reimburse Lessor for its proportionate share of taxes and insurance premiums for the Premises. On receiving



any tax or insurance bill, Lessor shall give Lessee a notice and the amount to be paid by Lessee. Lessee shall pay Lessor the amount within 30 days of receipt of notice from Lessor. Lessee agrees to be responsible for its share of the payment of all of the utility services for the Premises, including water and sewer, gas, electricity, and other services delivered to the Premises. All other services contracted for by Lessee shall be paid for by Lessee immediately on presentation of the invoice, so that no past due accounts arise.

4. **Security Deposit.** Lessee shall not be required to pay a security deposit.
5. **Signs.** Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the building without the prior written consent of Lessor, which will not be unreasonably withheld. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the building as a whole.
6. **Acceptance of Occupancy.** Lessee shall commence its occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises and common areas as is.

Notwithstanding the above, Lessee has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Lessee occupying the site. Such liabilities should be the responsibility of the Lessor.

7. **Abandonment of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease and, if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises and not retrieved by Lessee within ten (10) days after written notice to Lessee shall be deemed abandoned, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a reasonable monthly fee for the storage of that personal property if said property is not retrieved by Lessee following ten (10) day written notice to Lessee. Any fee charged by Lessor for this purpose shall be deemed to be Additional Rent under this Lease and payable within ten (10) days after written notice to Lessee.
8. **Use.** The Premises are to be used and occupied by Lessee for the operation of a public school academy, and other uses incidental thereto, and for no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with state and local laws,

ordinances, and regulations.

No party other than Lessee shall have an ongoing right to occupy the building, site, or physical plant without Lessor providing written notice to the Lessee and the University Board 60 days prior to such occupancy.

9. **Repairs and Maintenance.** Lessor shall maintain and make all repairs and replacements necessary to keep the Premises being utilized by Lessee in good order and condition at Lessor's expense. Lessee shall keep the Premises utilized by Lessee in good repair, as reasonably determined by Lessor. Lessee shall be obligated to reimburse Lessor for all reasonable repairs to all areas and systems of the building and its outer walls, roofs, windows, foundations, and structures upon written notice from Lessor of the total cost of such repairs (including a copy of the invoice). Lessee shall pay this amount as Additional Rent within thirty (30) days after receipt of the invoice. If Lessor shall determine that the Premises require any alteration or repair which is solely Lessee's responsibility under this Section, Lessor shall give written notice thereof to Lessee. If Lessee shall not, within thirty (30) days thereafter, provide Lessor with satisfactory evidence that it has contracted for timely completion of such alteration or repair, Lessor may elect to proceed therewith, in which event Lessee shall reimburse Lessor in the amount of within ten (10) days after receipt of Lessor's invoice. All such invoices shall constitute Additional Rent under this Lease.
10. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.
11. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises.
12. **Taxes and Assessments.** Lessor shall pay all personal property taxes levied and assessed to the Lessor. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.
13. **Alterations.** Any remodeling or improvements that will alter the Premises shall require the prior written approval of Lessor. The work shall be done without injury to any structural portion of the Premises and without disturbing other tenants in their use of the Premises. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease. Notwithstanding the above, in the event Lessee makes improvements to the Premises, the Lessee may recoup amount spent for said improvements if the Lease is terminated by Lessor without cause

prior to the conclusion of the Lease term.

In the event the Lessor procures equipment, materials, and supplies at the request of or on behalf of the Lessee, the Lessor agrees to follow applicable competitive bidding laws and shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties (except that the Lessor may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).

14. **Assignment and Subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases.
15. **Trade Fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by Lessee at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition, normal wear and tear excepted.
16. **Insurance.** Lessor shall, at its expense, insure the Premises against loss or damage under a policy or policies of fire and casualty insurance. Lessee shall obtain and maintain in full force general liability and property damage insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$1,000,000.00 property damage, with both Lessee and Lessor as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount and issued by a company approved by Lessor. Each party's insurance coverage shall also contain a waiver of subrogation clause exempting the other party from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event. Lessor and Lessee shall each name the other party as an "Additional Insured" on all insurance policies.
17. **Lessee's Liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises, or any part of the Premises adjacent to or connected with the leased Premises, or any part of the Building of which

the leased Premises are a part, or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy if any losses of Lessee are covered by that policy.

18. **Destruction of Premises.** If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate, in whole or in part, during the period of restoration according to the amount of destruction if the destruction was not caused by Lessee. If the Premises are totally destroyed through no fault of Lessee, or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue, and Lessor shall repair the Premises.
19. **Mutual Releases.** Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss.
20. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that are awarded for the taking shall be payable to and be the sole property of Lessor.
21. **Indemnity.** To the extent permitted by law and without waiving any governmental immunity, Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death), or property damages from any cause with respect to Lessee's use of the

Premises, except for liability resulting from the intentional acts or gross negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property. Lessor agrees to indemnify and defend Lessee against and hold Lessee harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death), or property damages from any cause with respect to Lessor's use of the Premises, except for liability resulting from the intentional acts or gross negligence of Lessee or its employees, agents, invitees, or business visitors. Lessor shall also indemnify Lessee for damages or litigation caused by the condition of the Premises, if those damages or litigation are caused by the Lessor's use or prior use of hazardous material at the Premises.

22. **Default and Reentry.** If Lessee neglects or fails to perform its obligation to pay rent when due, or if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Lessor of the default, if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property, or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to re-let the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to re-let the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a re-letting of the Premises during the term of this Lease, and the cost of re-letting the Premises.

Notwithstanding any re-letting without termination, Lessor may at any time elect to terminate this Lease for any uncured default by Lessee by giving written notice of the termination to Lessee.

23. **Subordination.** This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed so long as

Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation with respect to a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee requires that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

24. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice, and notice shall be effective as of the date of first attempted delivery.
25. **Lessee Status as Public Body.** Lessor shall not in any way interfere with Lessee's exercise of its statutory, contractual, and fiduciary responsibilities as a public school board governing the operation of the Academy and shall not interfere with Lessee acting as an independent, self-governing public body or otherwise prevent Lessee's compliance with the Open Meetings Act.
26. **Lessee's Possession and Enjoyment.** Lessee, on payment of the rent, utilities, and other expenses at the time and in the manner stated above, and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.
27. **Holding Over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 150 percent of the then-existing rental Base Rent, plus all expenses.
28. **Entire Agreement.** This Lease contains the entire agreement of the parties with respect to its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease and subject to submission, review, and non-disapproval by University Board before execution.
29. **Waiver.** The failure of the Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be

deemed to have been waived unless the waiver is in writing.

30. **Lessor's Fees and Expenses.** Any reasonable fees, costs, or expenses incurred by the Lessor in enforcing the Lessee's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately upon written notice to Lessee as additional rent under the Lease.
31. **Binding Effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.
32. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.
33. **Governmental Immunity.** Nothing in this Lease shall restrict the Lessee from waiving its governmental immunity or require the Lessee to assert, waive or not waive its governmental immunity.
34. **Effective Date.** This Lease shall be effective as of the date first stated above.

**LESSEE**

**Momentum Academy**

By: *Robert Terwilliger*  
Robert Terwilliger (Jul 6, 2023 18:10 EDT)

Its: Board of Directors President

**LESSOR**

**Academic Facilities LLC**

By: *Paul Romine*  
Paul Romine (Jul 6, 2023 17:42 EDT)

Its: Member

**CONTRACT SCHEDULE 7**  
**REQUIRED INFORMATION FOR**  
**PUBLIC SCHOOL ACADEMY**



## SCHEDULE 7

### REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

**SECTION A**

**GOVERNANCE STRUCTURE**

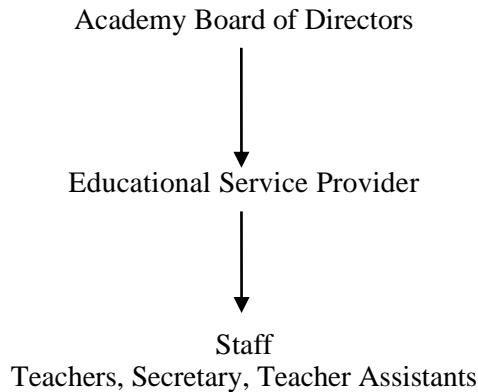
## Schedule 7a

### Governance Structure

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

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

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



The Momentum Academy Board of Directors currently consists of three (3) 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:

<b>Name</b>	<b>Term Expiration</b>
Robert H. Terwilliger III, President	6/30/2025
Jeremiah Wolfrom, Vice President	6/30/2026
Carrie VanZandt Rohrbach, Treasurer	6/30/2024

**SECTION B**  
**EDUCATIONAL GOALS**

## Educational Goals

It is our mission at Momentum Academy to propel 21<sup>st</sup> century students toward success in life through focus on student achievement for college and workforce readiness.

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**

To utilize the Positivity Project or successor program to maintain high moral standards and behavioral expectations as measured by a decrease in behavior office referrals each year.

Grade(s)	Metric	Target
All Grades	Behavioral Office Referrals	A decrease in the number of office referrals from the previous year.



**SECTION C**

**EDUCATIONAL PROGRAMS**

## **Momentum Educational Program**

### **Vision Statement:**

Momentum Academy will become an exemplary learning community that supports innovation and is committed to continuous improvement. Momentum Academy will address the academic, social, emotional, and physical needs of its learners by allowing them to explore, direct, and be a guiding force in their own instruction. Momentum Academy will prepare students for success in college and life.

### **Mission Statement:**

Momentum Academy will propel 21<sup>st</sup> century students toward success in life through a focus on student achievement in college and workforce readiness benchmarks.

### **Statement of Philosophy:**

The Momentum Board of Directors believes that the purpose of education is to facilitate the development of the potential of each student. In a free society, every individual has both the right and responsibility to make choices and decisions for himself/herself and for society. A prerequisite for every member of society in meeting those responsibilities is competence in the use of the rational thought processes needed to make intelligent, ethical choices and decisions. If our society, as originally conceived, is to survive and function effectively, its young people need to be prepared to exercise their rights and responsibilities in ways that benefit them and society. Likewise, if individuals are to be able to achieve their life goals in a free society, they need to be competent to choose among the myriad alternatives available to them.

With regard to expectations, people in this society are expected to be self-sufficient. meeting their own needs to the extent they are able, without inhibiting others' opportunity to do the same. People are further expected to fulfill their responsibilities to contribute to the "common good" by actively participating in affairs affecting all members of society.

The Board believes that the thought and action process involved in making intelligent, ethical decisions and taking like actions can be learned, just as any other set of procedures can be learned, provided students are given consistent, appropriate opportunities to accomplish the following:

- A. see the procedures modeled;
- B. learn what the procedures are;
- C. practice using the procedures and correct the ineffective use of them;
- D. apply the procedures to a variety of relevant situations.

The Academy is committed to ensuring adequate provision for such opportunities and to applying these procedures to the achievement of the other educational goals associated with

the Academy's mission. The Academy is committed to ensuring adequate provision for such opportunities and to applying these procedures to the achievement of the other educational goals associated with the Academy's mission.

**Academic Program:**

The Academy will implement the educational program based on developing college and career readiness in all students K-12 in the 21st Century. Academic excellence and building strong character values supportive of diversity and cultural experiences will be implemented through research-based best practices as designed by Doug Lemov's Teach Like a Champion coupled with The Charlotte Danielson Framework and founded in The TRG Select Standards. The achievement of this educational program will be measured by the attainment of the Academy's mission specific goals.

Momentum strives to implement a guaranteed, viable, and rigorous curriculum focused on 21st Century success skills essential for high level student achievement. Momentum Academy uses the TRG Select Standards Curriculum Framework, which is foundational in the Common Core Michigan Standards and includes common pacing based on 21st Century learning objectives for college and career readiness. The curriculum is clearly written, accessible, and communicated to appropriate levels of the educational team. It includes standards, objectives, lesson planning components, assessments, supportive resources and has teacher monitoring and evaluation procedures embedded in it. It is updated on a regular basis through the TRG District Improvement team to reflect any changes by the Michigan Department of Education pursuant to the charter contract as well district wide data that supports modification. It aligns with the Momentum school's mission to challenge students in reaching their full potential through the high quality educational expectations embedded in it.

Momentum is continuously working to meet the needs of its target population through all facets of its educational programming including, but not limited to curriculum and objectives. The strong curriculum framework is implemented through the lens of research-based best practices such as that designed by Doug Lemov's Teach Like a Champion and includes programming that is developed to meet the needs of all levels of learners. Momentum Academy has a strong remediation program, special education program, positive behavior support program, as well as other support pieces that individual students need to reach their full academic potential. Momentum utilizes a wealth of teaching and learning resources that are aligned to the TRG Select Standards Curriculum Framework including using resource products such as the HMH Anywhere curriculum for core content and AMIRA and Waggle for supplementary resources. These resources are changed and updated as various data points suggest to ensure students continue to meet the high expectations and standards set forth both by MDE and embedded in the TRG Curriculum Framework. The Charlotte Danielson Framework for Teaching and Learning is implemented to support the use of the curricular tools and drive teaching and learning to the optimal level. While Momentum students are being provided an adequate and great educational opportunity, we recognize that there is room for improvement and are committed to growing to provide the highest quality education to its students.

Measuring student learning to make informed decisions about student instruction is a key component to Momentum's student achievement process. Momentum implements a balanced assessment system using multiple measures to ensure accurate data is considered in driving student achievement. The assessment system includes processes in administering and using results from summative, formative, and interim assessments in the form of individual student growth testing and curriculum benchmark testing.

Summative Assessments, including MSTEP and PSAT, are administered to determine overall student achievement of standards and benchmarks for the classroom, school, and district. MAP (NWEA) testing is currently used in both summative and formative ways. This section refers to the summation of learning that is assessed at the beginning, middle and end of each school year. The information obtained from this assessment measures student growth as well as the level of achievement. Accordingly, students, teachers, and the school program will be evaluated yearly by these performance measures. Formative Classroom Assessments such as DRA or running records, are performed before, during, and at the end of teaching to determine instructional direction at individual student and class levels. TRG Common Assessments, which are directly aligned to the TRG Select Standards Curriculum Framework and TRG Lesson Plan Creator, are administered on a module completion basis to assess student progress toward mastery of grade level teaching standards, which meet or exceed the Common Core State Standards. The modules are paced out and set to a designated administration window. The data collected informs teachers what standards will need to be remediated, where strengths and weaknesses are with individual students, in the classroom, and at a district level within the district. Additionally, MAP assessments are used for multiple measurements. Growth performance is one measure we utilize. Students take the assessments 3 times each year. Individual growth targets are determined for each student and progress is measured at the next testing session. Teachers are responsible for achieving at minimum 1 year worth of growth for all students and catch-up growth for students performing below grade level expectations. Students qualifying for catch-up growth are identified for support through our MTSS process and a TRG Student Snapshot is completed for each individual student. Additionally for students requiring Individual Reading Intervention Plans, IRIPs, the process is being implemented and monitored through the MTSS program. For students with special circumstances such as special education needs, English Language learners, or other unique situations, additional guidelines and practices may be necessary to ensure participation in a fair and appropriate manner.

The Assessment program at Momentum, both external and internal, are aligned to our educational goals and consistent with the CSO Policy 3.5, for monitoring the achievement of Momentum's educational goals including meeting the Common Core State Standards. The data collected from all portions of the assessment program help to ensure Momentum students are reaching their full potential and being provided the highest quality of education as set forth in the Momentum mission.

Additionally, program and service development staff members including program coordinators, teachers, administrators, and the Superintendent meet to determine needs of students and

research the best practices in meeting the needs of students through support staff, resources, strategies, program design, and training. Momentum district level Data Meetings are conducted 2-3 times each year to discuss data results and success of all programs including restricted fund programs. They include but aren't limited to program coordinators, administration, and TRG education department. During meetings, strategies are shared, use of funds for programs, and effectiveness of the programs based on student data and teacher evaluations are all considered. If the program is successful it is determined to be continued. If the program is not successful the team is tasked with research, redesign, and redevelopment following the procedures above.

The Academy holds staff accountable for making progress towards and achieving these goals. Teacher evaluations not only reflect the state percentage of student achievement data, but teacher practices in many cases, but not all, align to overall student data. When deficits are shown with regard to teaching and learning and/or student data, teacher Corrective Action Plans are implemented. Momentum has Teacher Development Plans for all teachers. These plans are for all performance levels of teachers to drive both teacher and school improvement.

To assist in this level of learning growth in students a structured intervention program is necessary. A Multi Tiered System of Support is created to ensure the various needs of students are met. It is found as a priority in our academic scheduling as well as in various tiers of teacher and behavioral support.

Tier 1: Classroom Instruction provides learning opportunities that are fair for all students to master the learning standards. This means that all students are provided what they need individually to progress through the learning continuum. At the lowest level of intervention services, Level 1, intervention programming is provided to every single student in the classroom through appropriate and necessary means as described in the procedures below.

Tier 2: Supplemental Intervention Programs provide additional services to students at-risk of meeting academic growth targets. These services are in addition to the regular classroom instruction and access to learning. They may be implemented in multiple ways as determined by the Intervention Program Coordinator as described by the procedures below.

Tier 3: Intensive Intervention Programs provide more direct contact with individual students to assist in diagnosis problems and closing gaps. These services are the highest general education level of support and may include bringing in additional resources as described in the procedures below.

**Special Education and 504 Eligibility:**

Identifying students for special education services is after we have attempted to close all gaps moving through each of the intervention levels described above or have a severe enough situation that we have had to jump or skip intervention levels, which is not recommended and only in emergency situations. This step requires numerous specialized individuals to both determine this route and to assess for eligibility.

### Students with Disabilities:

Momentum Academy offers a full spectrum of special education services including speech and language pathology, occupational therapy, physical therapy, social work services, resource room, and co-teaching. The goal of special education services is to teach the necessary skills and coping strategies to close the gap of performance and potential. We offer these skills through programming that follows all compliance requirements through state and federal laws. Our program is a fully inclusive program where we strive to implement services into the core program and utilize minimal pull out services. Additionally, we have a special education transition planning coach, which helps special needs students in planning and preparing for college, work, and life. We have also developed a relationship with the Joe Brighton Skills Center. We can refer students to this program if they meet the eligibility criteria. At this center they will learn job skills to help prepare them for functional independence after high school.

### 504 Plans

In accordance with section 504, Momentum Academy provides students with appropriate educational services that are designed to meet the individual needs of qualified students to the same extent that the needs of students without a disability are met. Essentially, the section 504 services are intended to "level the playing field," to ensure full participation by individuals with disabilities. The Section 504 coordinator helps to identify students who meet certain criteria under section 504 and works with the educational team, including teachers, RTI/MTSS staff members, and administrators to remove barriers to academic progress.

### **Evaluation of the Momentum Academy Educational Program:**

Momentum Academy evaluates the effectiveness of the implementation, delivery, and support of the educational program continuously through multiple measures including but not limited to student achievement data through 2-3 formal scheduled data meetings each year, stakeholder feedback, student behavior data, etc.

**SECTION D**  
**CURRICULUM**

**CURRICULUM  
TO BE UPLOADED SEPARATELY**



**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

Regular ongoing assessments will be an integral part of the teaching and learning process. Assessment results will identify the student's progress level and knowledge base and help inform instructional strategies. Alignment between curriculum and assessments will ensure that the instructional process is focused on learning related to the standards and benchmarks as well as catch-up objectives, curriculum goals, and the Academy's continuous school improvement plan through MICIP.

The Academy will administer all state required assessments including the TRG Common Assessments in grades K-12, MSTEP in grades 3-8, MAP® by NWEA in grades K-12, PSAT in grades 8-10, SAT and MSTEP in grade 11. The Academy will administer assessments during designated common testing windows.

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

# Application and Enrollment Requirements

## Momentum Academy

### **Enrollment Limits**

The Academy will offer Pre-K through eighth grade. The maximum enrollment shall be 300 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

### **Requirements**

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

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

## **Application Process**

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

## **Legal Notice**

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

## **Re-enrolling Students**

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

## **Random Selection Drawing**

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

Prior to the application period, the Academy shall:

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

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

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

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

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



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

### School Calendar

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

### School Day Schedule

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

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

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

The Academy will enroll students in Pre-Kindergarten through eighth 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, 2018.

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