

**FERRIS  
STATE  
UNIVERSITY**  
A

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

BETWEEN

**HURON ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

AND

**FERRIS STATE UNIVERSITY  
BOARD OF TRUSTEES**  
(AUTHORIZING BODY)

AUTHORIZATION PERIOD:

JULY 1, 2023 – JUNE 30, 2030

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## **POLICIES**

As per **Article XII, Section 12.15** of the *Terms and Conditions* of the Charter School Contract, the Ferris State University Board or Charter Schools Office (CSO) has the right to enact policies that become part of the Contract. All policies automatically apply thirty (30) days after Academy Board notification.

It is the responsibility of the Academy Board to make certain that the Contract Policy section is kept up-to-date whenever changes or additional policies are issued by the CSO. Contact the Charter Schools Office with any questions at (231) 591-5802.



# FERRIS STATE UNIVERSITY

FERRIS FORWARD

## CHARTER SCHOOLS OFFICE POLICY

Revised: January 31, 2025

### EDUCATIONAL SERVICE PROVIDER

Pursuant to the Terms and Conditions of the Contract to Charter a Public School Academy (“Contract”) issued by the Ferris State University Board of Trustees (“University Board”), these Educational Service Provider Policies (“ESP Policies”) have been prepared by the University’s Charter Schools Office (CSO). These ESP Policies now become part of the Contract and apply immediately to all academies being authorized or re-authorized pursuant to Contracts issued by the University Board, and prospectively to any existing academy that enters into an agreement with an Educational Service Provider (“ESP”) on or after the date set forth above. A public school academy board of directors (“Academy Board”) must comply with these ESP Policies in addition to other Contract provisions that apply to an Academy contracting with an ESP. Failure by the Academy Board to comply with these Policies may result in the non-issuance of a Contract, or for existing Academies, the initiation of suspension, termination or revocation proceedings under the Contract.

The Academy Board may enter into a management agreement with an ESP to contract out its administrative and/or educational functions and personnel (hereafter, a “Management Agreement” or “ESP Agreement”), subject to the terms of this ESP Policy and the Contract. The Revised School Code requires that a public school academy authorizer must review and may disapprove any ESP Agreement before it is executed. These Policies are to be incorporated into all ESP Agreements entered into by any public school academy authorized by the University Board.

#### A. Academy Board Due Diligence

1. Prior to approving and/or executing an ESP Agreement, the Academy Board shall perform sufficient due diligence to establish that the ESP and its key personnel has the appropriate financial resources, educational services, and managerial experience to provide the contracted services. Prior to contracting with an ESP, the Academy Board shall obtain sufficient information to conclude that the ESP Agreement, on the terms to be approved, is in the best financial and educational interest of the Academy. At a minimum, and prior to the execution of an ESP Agreement, the Academy Board shall provide the following information to the Charter Schools Office via Epicenter **in addition to the proposed ESP Agreement:**

- List of all ESP owner(s), directors, officers, and key stakeholders. This list shall disclose all and any known conflicts of interest that any ESP owner, director, officer, and/or stakeholder may have in regard to Academy Board members, administrators, and employees, as well as other vendors contracting with the Academy. Conflict of interests include, but are not limited to, close familial (defined as mother, mother in law, father, father in law, son, son in law, daughter, daughter in law, brother or sister, brother or sister in law, spouse, or domestic partner) and/or social relationships. Here are some examples of conflicts of interest:
  - **Familial Relationships**--An ESP owner or director has a close familial relationship with an Academy Board member or school administrator. This could lead to potential biases in decision-making regarding contracts, services, or employment opportunities.
  - **Employment of Immediate Family Members**--An ESP officer employs persons in a close familial relationship in a position at the Academy or a vendor providing services to the Academy. This could result in preferential treatment, unequal access to resources, or conflicts in personnel decisions.
  - **Personal Relationships with Academy Leadership**--An ESP director has a personal, non-familial relationship (e.g., long-standing friendship, romantic relationship, or social ties) with an Academy Board member or senior administrator, which could influence decisions regarding the award of contracts or hiring processes.
  - **Board Membership Overlap**--An ESP owner or officer serves on the Academy's Board of Directors or has a close familial relationship with individuals on the Academy's Board, which is prohibited.
  - **Shared Financial or Business Interests**--An ESP key stakeholder has an ownership stake or significant financial interest in a business or organization that provides educational services, resources, or products to the Academy, potentially influencing the award of contracts or procurement decisions.
  - **Gifts or Favored Treatment**--An ESP officer or director receives gifts, favors, or other benefits from Academy staff or other vendors that could influence their professional actions or decisions relating to the Academy's operations or contracting.
  - **Consulting Agreements with Vendors**--An ESP director or officer has a personal consulting agreement with a third-party vendor providing services to the Academy. This could lead to biased recommendations or decisions regarding vendor selection or contract negotiations.
  - **Shared Ownership or Investment in Real Estate or Facilities**--An ESP officer or key stakeholder has ownership or a financial interest in the real estate, facilities, or equipment used by the Academy, leading to potential conflicts in leasing, facilities management, or construction decisions.
  - **Referral Relationships**--An ESP stakeholder or officer directs the Academy to use a specific vendor or service provider with whom they have a personal or financial relationship, which may not align with the Academy's best interests or competitive bidding processes.
- Type or form of entity (for-profit corporation, non-profit corporation, limited-liability company, etc.).

- Name of the ESP's primary banking institution.
  - Legal counsel for the ESP. Name, address, and telephone number of firm and name of contact person.
  - Accounting firm for the ESP. Name, address, and telephone number of firm and name of contact person.
  - A written statement regarding the ESP's experience in providing educational services and a description of the types of educational service to be provided to the Academy.
  - A mission, vision, and values statement of the ESP.
  - List all persons or entities with whom the ESP plans to subcontract for services provided to the Academy, along with a disclosure of the ESP's ownership in any such subcontractor and any known conflicts of interest that any ESP owner, director, officer, and/or stakeholder may have in regard to such subcontractors. Conflicts of interest include, but are not limited to, close familial and/or social relationships.
  - List of the public school academies or other schools (public or private) to which the ESP provides services.
  - List of any lease, license, contract or other agreement between the ESP (or its affiliates) and the Academy.
  - Identification of any start-up funding being provided by the ESP.
  - Fees to be charged by the ESP for management, including educational services, administrative services, and other services.
  - List of any services the ESP plans to provide to the Academy with regard to cash flow borrowings, including any fees for such services.
  - List of any materials, equipment or supplies the Academy will purchase or lease from the ESP.
  - Criminal history of the ESP's owners, officers, directors, managers, and employees.
2. The Academy Board must perform sufficient due diligence regarding whether any principal or officer of the ESP, or the ESP (including any related organizations or organizations in which a principal or officer of the ESP served as a principal or officer) as a corporate entity, has filed for bankruptcy protection within the five (5) years prior to execution of an ESP Agreement.
  3. Academy Board members, Academy employees, and persons in a close familial relationship may not have any direct or indirect ownership, employment, contractual or management interest in any ESP that has a contract with the Academy.
  4. The Academy Board must perform sufficient due diligence to ensure an ESP Agreement that provides employees to the Academy qualifies as employee leasing.
  5. In accordance with the Contract, an Academy Board shall timely notify the CSO of any proposed ESP Agreement between that Academy and an ESP before the proposed ESP Agreement becomes binding. If an Academy proposes to enter into a new, amended or renewal agreement with an ESP to provide persons to perform work at the Academy, or to extend the term of an existing agreement, the Academy shall, not later than thirty (30) days prior to the proposed date of execution thereof, submit the proposed agreement to the CSO Director for review along with a detailed description of the methods by which the ESP will

be held accountable to the Academy Board. Earlier submission is strongly encouraged and may accelerate the review process.

6. Unless the CSO Director extends the review period, within thirty (30) days of receiving a copy of a proposed ESP Agreement and detailed description in compliance with this Policy and the Terms and Conditions of the Contract, the CSO Director shall notify the Academy if the proposed agreement is disapproved. The CSO Director may disapprove the proposed ESP Agreement in his or her sole discretion, and reserves the right to disapprove an ESP Agreement that does not comply with the Contract, Applicable Law, or University policies, or where the proposed fees to be charged by the ESP are not a fair and reasonable fee for the services to be provided by the ESP. If the proposed Agreement is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and/or the Educational Service Provider, would cause such disapproval to be deemed withdrawn. No agreement described in this policy may be entered into that is disapproved by the CSO Director. By not disapproving a proposed agreement, the CSO Director is in no way giving approval of the proposed agreement, or any of the terms or conditions thereof. No ESP Agreement may be entered into unless the Academy receives from the CSO Director notice of a non-disapproval.
7. The Academy Board shall retain legal counsel to review and advise it during the negotiation of the ESP Agreement. Legal counsel for the Academy shall not also represent the ESP or an ESP owner, director, officer, or employee, or have provided recent or significant representation to the ESP or its principals in the past. The ESP Agreement shall be an arms-length, negotiated agreement between an informed Academy Board and the ESP. Prior to the Academy Board's approval of the ESP Agreement, the Academy Board shall obtain a written legal opinion from its legal counsel, which includes the representations that legal counsel has reviewed the Proposed Management Agreement, the ESP Policies and the Contract, and which opines that:
  - a. The Academy Board has the power and authority to enter into the proposed ESP Agreement;
  - b. The Academy is duly organized, validly existing and in good standing under the laws of the State of Michigan;
  - c. Execution of the proposed ESP Agreement does not violate any term or provision of the ESP Policies, the Contract, or Applicable law; and
  - d. Entering into the ESP Agreement does not permit or require improper delegation of the Academy Board's statutory and fiduciary responsibilities under applicable law, or obligations and duties under the Contract.
8. The Academy Board shall not approve an ESP Agreement until all Academy Board members have been given a reasonable opportunity to review the proposed ESP Agreement with the Academy's legal counsel.
9. The Academy Board shall only approve an ESP Agreement with a formal vote at a public board meeting. Prior to the Academy Board's vote on the ESP Agreement, the Academy

Board shall provide a reasonable opportunity for public comment on the proposed Management Agreement. The fully executed ESP Agreement along with the above-referenced legal opinion from the Academy's legal counsel shall be submitted to the Charter Schools Office.

**B. Academy Board Administrative and Fiduciary Responsibilities**

1. In negotiating the ESP Agreement, the Academy Board shall budget adequate resources to fulfill its Contract requirements, which may include, but are not limited to: oversight of the Academy's ESP; negotiation and fulfillment of the Contract and any amendments; payment of staff costs; insurance required under the Academy's lease, ESP Agreement and the Contract; annual financial audit; the Academy Board's legal counsel, consultants, recording secretary and any other such cost necessary for Academy Board operations.
2. The Academy Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.
3. The ESP shall present to the Academy Board, on a frequency established by the Academy Board, a detailed reconciliation of budgeted to actual revenues and expenditures, with an explanation of variances. Also, the ESP shall present to the Academy Board, on a frequency determined by the Academy Board, a detailed schedule of expenditures at object level for review and approval by the Academy Board.
4. The Academy Board shall be informed of the level of compensation and fringe benefits provided to employees of the ESP assigned to the Academy.
5. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b (the "UBAA"), the Academy Board is responsible for designating the Chief Administrative Officer for the Academy as the official responsible for budget preparation and administration, and other responsibilities under the UBAA. If the Academy employs a superintendent, then the Academy Board may (but is not required to) 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. No ESP or ESP owner, officer, director, employee or agent shall be designated as the Chief Administrative Officer of the Academy, but an ESP employee may assist an Academy Board member who is the Chief Administrative Officer in carrying out their responsibilities.
6. ESP Agreements shall provide that the financial, educational and student records pertaining to the Academy are Academy property, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under the Contract and Applicable Law, no ESP Agreement shall restrict the University's or the public's access to the Academy's records.

7. ESP Agreements shall address the requirement that not later than November 1, of each year, the following information must be posted on a website that is available to the public: (i) the average salary for new teachers (i.e., an individual who has held a teaching certificate for less than 5 years) and for veteran teachers (i.e., an individual who has held a teaching certificate for 5 or more years) employed by the Academy or employed by the ESP and assigned to the Academy, or, if there are fewer than 5 new teachers or 5 veteran teachers at the Academy, the average salary for all teachers employed by the Academy or the ESP and assigned to the Academy, and (ii) the average salary for support staff (including but not limited to student-facing paraprofessionals, food service workers, bus drivers, and literacy coaches) employed by the Academy or employed by the ESP and assigned to the Academy.

### **C. Management Agreement Provisions**

1. An ESP Agreement under which an Educational Service Provider provides persons to perform work at the Academy may not contain a non-competition, no-hire, or similar provision prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy.
2. An ESP Agreement shall contain a representation and warranty by the ESP to the Academy that no non-competition, no-hire, or similar provisions are included in the ESP's employment contracts or other agreements with instructional staff that perform work at the Academy, nor will any such provisions be included in any such contracts or agreements for the duration of the ESP Agreement.
3. An ESP Agreement under which an Educational Service Provider provides persons to perform work at the Academy shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation, but not limited to the information described in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and Applicable Law, no ESP Agreement shall restrict the University's or the public's access to the Academy's records.
4. No provision of an ESP Agreement shall interfere with the Academy Board's duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of an ESP 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.
5. An ESP Agreement shall not restrict an Academy Board from waiving its governmental immunity or require an Academy Board to assert, waive or not waive its governmental immunity.
6. No provision of an ESP Agreement shall alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the depository account shall solely be Academy Board members and/or individuals properly designated

annually by Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy.

7. An ESP Agreement shall require the ESP to cooperate with the Academy's audits and shall contain a provision that all finance and other records of the ESP related to the Academy will be made available to the Academy's independent auditor.
8. An ESP agreement shall not permit the ESP to select or retain the independent auditor for the Academy.
9. If an ESP purchases equipment, materials and supplies on behalf of or as the agent of the Academy, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the Academy. The ESP will comply with the Revised School Code (including sections 1267 and 1274, MCL 380.1267 and MCL 380.1274) as if the Academy were making these purchases directly from a third party supplier.
10. An ESP Agreement shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the Academy, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
11. An ESP Agreement shall contain a provision that clearly allocates the respective proprietary rights of the Academy Board and the ESP to curriculum or educational materials. At a minimum, ESP Agreements shall provide that 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 the ESP at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. ESP Agreements may also include a provision that restricts the Academy's proprietary rights over curriculum or educational materials previously developed or copyrighted by the ESP, or curriculum or educational materials that are developed by the ESP using funds from the Academy that are not dedicated for the specific purpose of developing Academy curriculum or educational materials. All ESP Agreements shall recognize that the ESP's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.
12. An ESP Agreement under which an Educational Service Provider provides persons to perform work at the Academy shall be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the Academy, if any. If the ESP leases employees to the Academy, the ESP Agreement shall provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations, irrespective of whether the employee leasing company receives an advancement of its costs or the payment for services from the Academy. If the Academy is staffed through an employee leasing agreement, legal confirmation shall be provided to the Academy Board that the employment structure qualifies as employee leasing. The ESP shall provide information to the Academy sufficient for the Academy to comply with

requirements under the Code to post average salary information for teachers and support staff.

13. An ESP Agreement shall contain insurance and indemnification provisions outlining the coverages the ESP will obtain, and provide detail regarding the amount of such required coverage. The insurance provision shall state that the ESP shall maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation (“M.U.S.I.C.”), and that in the event the University or M.U.S.I.C. requests any change in coverage by ESPs, the ESP agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. The ESP’s insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.
14. If the ESP Agreement includes financial reporting services provided by the ESP, then the ESP Agreement shall require the ESP to provide the Academy Board monthly financial statements that (at a minimum) include: a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances. The foregoing presentations shall be in a form and format acceptable to the Academy Board and are to be provided to all Academy Board members not less than five (5) working days prior to the Academy Board meeting at which the information will be presented and discussed.
15. ESP Agreements shall contain at least one of the following methods for paying fees or expenses: (i) the Academy Board may either pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the Academy Board; or (ii) the Academy Board may advance funds to the ESP for the fees or expenses associated with the Academy’s operation provided that documentation for the fees and expenses are provided for Academy Board ratification at its next regularly scheduled meeting. No corporate costs or “central office” personnel costs of the ESP 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.
16. ESP Agreements shall clearly state which of the ESP’s services will be included in the management fee paid by the Academy. All additional services that are to be provided by the ESP that are not included in the management fee and are to be reimbursed by the Academy shall be clearly stated in the ESP Agreement and shall not be payable by the Academy unless preapproved by the Academy. Any services to be provided by the ESP that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy. No corporate costs of the ESP shall be charged to, or reimbursed by, the Academy.
17. Where the ESP is responsible for both administrative services and staff and educational and instructional services or staff, the ESP Agreement for such ESP shall require that the names of the University and the ESP appear and be verbally provided, as applicable, on (i) signage that is on the Academy’s school property erected, repaired, or installed after April 2, 2025, (ii) promotional material created, modified, or distributed after April 2, 2025 (including billboards, internet advertisements, television advertisements, and radio advertisements), (iii) the footer of



the Academy's website pages, and (iv) the school application that the student must submit to enroll in the public school academy.

18. The ESP Agreement shall contain the specific provisions that are incorporated into the Contract as required provisions for all ESP Agreements.
19. Without limiting the foregoing, the ESP Agreement shall contain the following provisions:

"Indemnification of Ferris State University. The parties acknowledge and agree that the Ferris State University Board of Trustees, Ferris State University and its members, officers, employees, agents or representatives (collectively referred to as "the University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the [insert name of Educational Service Provider] hereby 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 gross negligence of the University, which arise out of or are in any manner connected with Ferris State University Board of Trustees' approval of the Academy's application, Ferris State University Board of Trustees' consideration of or issuance of a Contract, the [insert name of Educational Service Provider's] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the [insert name of Educational Service Provider], or which arise out of the failure of the [insert name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

"Agreement Coterminous with Academy's Contract. If the Academy's Contract issued by the Ferris 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 Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Ferris State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

“ESP Breach. Without limiting the remedies available to the Academy or the University by this Agreement, the Contract, or under applicable law, any action or inaction by the Educational Service Provider that is not cured within 60 days of notice which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, termination or suspension is a material breach.”

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within fifteen (15) days of receipt of this information, the Academy Board shall make the information available through a link on the Academy’s website homepage, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University for implementing such site closure or reconstitution.”

“Except as permitted under the Code, [insert name of Educational Service Provider] shall not sell or otherwise provide to a business entity any personally identifiable information that is a party of an Academy student’s education records. If [insert name of Educational Service Provider] receives information that is party of an Academy student’s education records, [insert name of Educational Service Provider] shall not sell or otherwise provide the information to any other person except as permitted under the code. For purposes of this section, the terms “education records” and “personally identifiable information” shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.”

20. 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 the ESP.
21. The maximum term of an ESP Agreement shall not extend beyond the term of the Academy’s Contract.
22. The University reserves the right to terminate an ESP Agreement for cause, in accordance with the terms of the Contract, relevant state law, and this policy. The University may

exercise this authority when it is determined that the ESP is failing to meet the academic, financial, or operational expectations outlined in the Contract, or if the ESP is in violation of applicable laws, regulations, or the terms of the ESP Agreement. An ESP Agreement shall provide that any action or inaction by the ESP which causes the Contract of the Academy to be revoked, terminated or suspended, or which results in the Academy receiving official notification from the CSO, University Board, Superintendent of Public Instruction, or other authorized body or official, of the commencement or an intent to initiate proceedings for the termination, revocation or suspension of the Contract, shall be designated a material breach, which shall be grounds for termination of the ESP Agreement by the Academy or the University. The ESP Agreement shall also provide for termination if directed by the University Board as part of the process of reconstitution or as a corrective action, as provided by the Revised School Code.

23. If the Academy intends to enter into an agreement with the ESP for the Academy's learning platform (e.g., virtual technology/curriculum, etc.), then such agreement must be separately documented, separately approved, and cannot be part of or incorporated into the ESP Agreement. Neither the ESP Agreement nor the agreement for the platform may contain a cross-default provision that allows the ESP to terminate the agreement for the learning platform upon termination of the ESP Agreement.
24. An ESP Agreement shall contain a provision that the Academy designates the ESP and the ESP employees as agents of the Academy having legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").
25. Any arbitration clause(s) contained with the ESP Agreement shall require a cause opinion (written explanation) as to the final decision. The CSO shall be notified of such decision, and the cause opinion shall be made available to the University Board and/or CSO upon request.
26. ESP Agreements shall not be assignable without prior notification to the CSO and without the consent of the Academy Board. Any assignable party shall be considered an ESP, as defined by these ESP Policies. As such, any assignable party shall follow the requirements set forth in these ESP Policies, including all due diligence and vetting requirements set forth above.
27. Consistent with the Academy's data breach response plan, an ESP Agreement shall contain a provision addressing how the Academy and ESP will handle a data breach of personally identifiable information (PII) from Academy education records or other information not suitable for public release.
28. The ESP Agreement shall contain language that any termination of the ESP Agreement by the ESP 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 CSO with 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. The Academy Board and ESP should make all efforts necessary to remedy a breach of the ESP Agreement in-order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and ESP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations.

29. The ESP shall notify the Academy Board if any principal or officer of the ESP, or the ESP (including any related organizations or organizations in which a principal or officer of the ESP served as a principal or officer) as a corporate entity, files for bankruptcy protection or, at the time the ESP Agreement is executed, has filed for bankruptcy protection within the last five (5) years .
30. The ESP Agreement shall contain a provision that states upon termination or expiration of the ESP Agreement, or the ESP Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, the ESP 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. This includes any keys, login information and passwords related to any Academy asset.
31. ESP Agreements shall require that the ESP provide to the Academy Board at least annually all of 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 that information is available.
32. ESP Agreements shall provide that the financial, educational and student records pertaining to the Academy are Academy property, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. **To the extent the ESP manages and/or holds the Academy's financial, educational, and/or student records (whether electronically or physically), the ESP Agreement shall provide that the Academy Board shall have immediate access to such records, upon request, including electronic access to any database holding such records.** Except as permitted under the Contract and Applicable Law, no ESP Agreement shall restrict the University's or the public's access to the Academy's records.

33. ESP Agreements shall not contain terms inconsistent with this Policy.

**D. Lease and Loan Agreement Provisions**

1. If the Academy intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements shall be separately documented and not be a part of or incorporated into the ESP Agreement. All such agreements must comply with the Contract, as well as any University Board and CSO policies and guidelines. In all cases, the Director of the CSO shall be provided copies of all such documents and agreements for review prior to execution by the Academy Board.

**E. Timeliness and Board Best Practices**

1. All Board members as well as FSU Field Representatives assigned to the Academy should receive a complete board packet no later than three (3) days in advance of the meeting. Packets may be delivered in hard copy or electronically, based upon the preference of the Board.
2. Members of the Board should not be given new information and asked to vote on that material at the same meeting unless extreme circumstances warrant this action.
3. The Board President should have the final review and decision as to the meeting agenda.
4. Special Board meetings (meetings outside of the official Board calendar) may be called for specific agenda items that cannot wait until the next regularly scheduled meeting or items that are of an emergency nature. In all cases, special meetings should not be a replacement for the full agenda of a regularly scheduled meeting.
5. The Board should conduct an annual review of the ESP to determine the Academy's progress towards goals, and the status of meeting the conditions set forth in the charter contract.

**F. Amendments**

1. The CSO may, from time to time, amend this ESP Policy, and such amended ESP Policy shall automatically apply to the Academy. Contract Amendments are identified further in the Contract Terms and Conditions.

# FERRIS STATE UNIVERSITY

FERRIS FORWARD

## CHARTER SCHOOLS OFFICE POLICY

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Adopted: April 2008

Revised: January 31, 2025

### **FACILITY FINANCE & PROPERTY ACQUISITION**

Pursuant to the Terms and Conditions of the Contract to Charter a Public School Academy ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), these Facility Finance & Property Acquisition Policies ("FF&PA Policies" or these "Policies") have been prepared by the Charter Schools Office (CSO). They now become part of the Contract and apply immediately to all academies being authorized or re-authorized pursuant to Contracts issued by the University Board, and prospectively to any existing academy that enters into an agreement for Facility Finance & Property Acquisition ("FF&PA") on or after the date set forth above. These Policies shall be considered "Lease Policies" as that term is defined by the Contract. Failure by the Academy Board to comply with these Policies may result in the non-issuance of a Contract, or for existing Academies, the initiation of suspension, termination or revocation proceedings under the Contract.

The University Board does not intend to become a party to real property agreements or to negotiate such agreements on the Academy Board's behalf. Instead, these Policies are intended to assist Academy Boards in the process of conducting due diligence so that the Academy Board members can fulfill their fiduciary duties in evaluating such agreements prior to approval.

#### **A. Academy Board Due Diligence**

1. Before an Academy Board votes to approve an agreement to lease or purchase real property, the Academy Board must perform sufficient due diligence to establish that the lessor/seller of the facility ("Lessor" or "Seller") and the facility are suitable for the Academy. Prior to executing an agreement to lease or purchase real property ("Acquisition Agreement"), the Academy Board must obtain sufficient information to conclude that the Acquisition Agreement, on the terms to be approved, is in the best financial and educational interest of the Academy. At a minimum, and prior to the execution of the Acquisition Agreement, the Academy Board shall provide the CSO with the following information:
  - a. Identify the current party holding the real property interest (whether through fee title ownership or leasehold interest) in the real property that the Academy Board proposes to acquire. If the Lessor/Seller is not an individual, identify all individual owners, shareholders, members, etc., as well as the Lessor's/Seller's directors, officers and

management level employees. This list shall disclose any close familial relationship (defined as mother, mother in law, father, father in law, son, son in law, daughter, daughter in law, brother or sister, brother or sister in law, spouse, or domestic partner), business, or social relationships with Academy Board members, Academy employees, and owners and employees of the Academy's Educational Service Provider ("ESP"), if any.

- b. Identify whether the Acquisition Agreement transaction involves a related party. Related parties include the ESP, ESP owners, ESP employees, family members of ESP owners and employees, parent, subsidiary or affiliates of the ESP, as well as with Academy Board members, Academy employees and family members of Academy Board members and Academy employees. Academy Board members, Academy employees, entities owned by Academy Board members, Academy employees, and family members of Academy Board members and Academy employees are prohibited from having any ownership, contractual, or monetary interest in the Lessor/Seller.
- c. Identify all known conflicts of interest that the Lessor/Seller's owners, directors, officers or employees may have in regard to Academy Board members, Academy employees, as well as other vendors contracting with the Academy. Conflict of interests include, but are not limited to, close familial and/or business relationships.
- d. Identify whether the Lessor/Seller is an individual or an entity and, if an entity, the type or form of entity that owns the property (for-profit corporation, non-profit corporation, limited liability company, special purpose entity, etc.).
- e. Identify the type of property that the Lessor/Seller owns—if it is a church, parochial school, or other religious institution, the Academy Board will have to take appropriate steps to ensure separation of Church and State.
- f. Identify whether the facility is in close proximity to an existing University charter school, and if so, disclose such proximity to the CSO.
- g. Identify whether other tenants will occupy the physical plant, and if so, identify the other tenants and their relationship to the landlord, any ESP, and the Academy Board members.
- h. Identify the Lessor/Seller's legal counsel who is involved in negotiating the Acquisition Agreement: name, address, and telephone number of firm and name of contact person.
- i. Identify the Academy's anticipated total costs during the term of the proposed Acquisition Agreement, including:
  - i. Rent/Purchase Price, including cost per square foot for the physical plant
  - ii. Fixture costs
  - iii. Taxes
  - iv. Utilities and Assessments
  - v. Interest
  - vi. Insurance

- vii. Renovation, Repair and Maintenance
- viii. Transaction fees
- ix. Broker fees
- x. Other fees or costs (please identify)

j. Identify whether the Acquisition is classified as a capital or operating lease and the cost per square foot for the physical plant.

2. Before an Academy Board votes to approve an Acquisition Agreement, the Academy Board must:

- a. Aside from public utility easements, determine whether other individuals and entities will have an ongoing right to use or occupy the Academy's physical plant. If so, the Academy Board should identify those other individuals and entities and determine whether their relationship to the Lessor/Seller, the ESP, Academy Board members or employees would create a conflict of interest prohibited by the Contract or this Policy.
- b. Identify who presented the proposed site to the Academy Board. In other words, was the site identified by a real estate agent, the Academy's Educational Service Provider, an Academy Board member, the Lessor, or any other person.
- c. Confirm that the Academy Board undertook, or retained a third party to undertake, a process to identify and select the proposed site that is the subject of the Acquisition Agreement that included a site analysis to determine factors such as the school age population in the area surrounding the facility, adequacy of transportation options, number of other schools nearby, and any other factors considered by the Academy Board in selecting the site. If the Academy Board retained an ESP to undertake the process described in this paragraph, confirm that the information compiled by the ESP was presented to the Academy Board at a public meeting before the Acquisition Agreement was approved.
- d. Confirm that the Academy Board determined that the proposed Acquisition Agreement provides for a fair market value for the Academy. Suggestions for determining fair market value include:
  - Colliers International Market Report
  - Area chamber of commerce reports
  - CB Richard Ellis Market Index
  - Charter School Facilities Report from a National Survey of Charter Schools, prepared by Charter Friends National Network
  - Independent appraisal
  - Market analysis by independent real estate professional
  - Analysis of comparable properties by independent real estate professional
  - Comparison of other similar public school academies using the Michigan Department of Education's Bulletin 1014



- e. Confirm that the anticipated acquisition cost (including the lease or purchase of the Academy's land, building, and other physical facilities) will not exceed 20% of the amount received annually under Sections 22a and 22b of the State School Aid Act of 1979, as amended, MCL 388.1601, et seq., under the School Aid Act, or such other amount provided in the Contract.
- f. Confirm that the Academy retained a real estate, architect, or other professional to advise the Academy Board regarding the decision to lease the property, and identify that professional. If the Academy Board did not engage such experts, explain why no expert was engaged. If the Academy retained its ESP to engage such professionals, confirm that the ESP explained to the Academy Board at a public meeting prior to the Academy Board approving the Acquisition Agreement the process utilized to reach its recommendation regarding the property.
- g. Confirm the Academy Board considered other properties prior to agreeing to terms of an Acquisition Agreement. If so, explain what factor(s) compelled the Academy Board to select the site? If not, explain why the other properties were not considered? If the Academy retained its ESP to evaluate property options, confirm that the ESP explained to the Academy Board at a public meeting, prior to the Academy Board approving the Acquisition Agreement, the process utilized to identify the site selected.
- h. Where the Academy decided to lease, confirm whether the Academy considered purchasing the proposed site and, if so, why the Academy Board ultimately decided to lease instead of pursuing the purchase of the facility. Analyze whether the Academy's cost to acquire, construct, renovate, or occupy the building during the lease term exceed the amount for which the Academy could expect to purchase the building. If the lease term is one year, the Academy should use the annual lease cost contemplated in the Acquisition Agreement multiplied by the years remaining under the Contract. If the Academy is renewing an existing lease, the Academy should analyze whether the amount the Academy has paid under the expiring lease, together with the amount the Academy will pay under the new lease, exceeds the amount for which the Academy could expect to purchase the building.
- i. Confirm that the Academy Board has inspected the proposed physical plant and that the use and condition of the proposed physical plant, including the interior and exterior walls, restrooms, technology infrastructure, roof, HVAC, and other structures is sufficient for the intended use.
- j. Confirm the total square footage of the building and the number acres at the physical plant. Is there adequate space and acreage for subsequent expansion of the building, if necessary?
- k. Confirm whether the Lessor owns or leases the building. If the Lessor leases the building, obtain a copy of the underlying Lease Agreement and review with Academy

legal counsel to ensure the parties understand all obligations thereunder that may be assumed pursuant to the sublease.

3. Confirm that Academy Board members, Academy employees, and persons in a close familial relationship may not have any direct or indirect ownership, employment, contractual, management, or other monetary interest in any Lessor/Seller that leases or sells to the Academy. The relationship between the Academy and the Lessor/Seller shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract and this Policy.
4. The Academy Board must retain independent legal counsel to review and advise on the negotiation of the Acquisition Agreement. Legal counsel for the Academy shall not represent the Lessor/Seller or the Lessor/Seller's owners, directors, officers, or employees. The Acquisition Agreement must be an arms-length, negotiated agreement between an informed Academy Board and the Lessor/Seller. Prior to the Academy Board's approval of the Acquisition Agreement, the Academy Board must obtain a legal opinion from its legal counsel, which includes the representation that legal counsel has reviewed the proposed Acquisition Agreement, this Policy and the Academy's Contract, and that in their opinion:
  - a. The Academy Board has the power and authority to enter into the proposed Acquisition Agreement;
  - b. Execution of the proposed Acquisition Agreement does not violate any term or provision of the Contract (including this Policy) and applicable law; and
  - c. Entering into the proposed Acquisition Agreement does not authorize or require an improper delegation by the Academy Board.
5. The Academy Board shall not approve an Acquisition Agreement until all Academy Board members have been given the opportunity to review the proposed Acquisition Agreement with the Academy's legal counsel.
6. The Academy Board shall only approve an Acquisition Agreement with a formal vote at a public board meeting. Prior to an Academy Board's vote on the Acquisition Agreement, the Academy Board shall provide an opportunity for public comment on the proposed Acquisition Agreement.

**B. Academy Board Administrative and Fiduciary Responsibilities**

1. In negotiating the Acquisition Agreement, the Academy Board must budget adequate resources to fulfill its Contract requirements which may include, but are not limited to: oversight of any ESP, negotiation of the Contract and any Contracts amendments, payment of staff costs, insurance required under the Acquisition Agreement, ESP agreement and the Contract, annual financial audit, the Academy Board's legal counsel, consultants, recording secretary and any other such cost necessary for Academy Board operations. In undertaking this analysis, the Academy Board should consider the total costs of the building identified above.

2. The Academy Board shall be responsible for ensuring that the budget reserve amount included as part of the Academy's annual budget is adequate for any anticipated facility improvements required under the Acquisition Agreement.
3. The Acquisition Agreement shall contain the specific provisions, if any, that are incorporated into the Contract as required provisions for all Acquisition Agreements.
4. For Contracts entered into, extended, renewed, or modified on or after April 2, 2025, the Academy shall ensure that the name of the University and any Educational Service Provider responsible for both administrative services or staff and educational and instructional services or staff (where relevant) appear and be verbally provided on signage on the Academy's property erected, repaired, or installed on or after April 2, 2025, pursuant to Section 503 of the Revised School Code, MCL 380.503(6)(q), and unless prohibited by a local ordinance or zoning authority.

### **C. Lease Agreement Provisions**

1. The Lease Agreement must clearly state the length or term of the Lease. A Lease Agreement cannot exceed the term of the Academy's Contract. A Lease Agreement may be concurrent with the term of Academy's Contract provided that the last day of the Contract term shall be the last day of the Lease Agreement term. The Lease Agreement shall provide that, in the event the Contract is revoked, suspended, terminated, or expires by its terms, the Lease Agreement and all obligations thereunder shall immediately and automatically terminate.
2. The Lease Agreement shall clearly explain the disposition of pre-paid rent and security deposits upon termination of the Lease Agreement.
3. The Lease Agreement shall clearly state the total amount the Academy must pay to the Lessor each month.
4. The Lease Agreement shall clearly state which parties are responsible for utilities, taxes, maintenance, snow removal, repairs, and any other costs associated with the building.
5. If the Lease Agreement provides for a security deposit to be paid by the Academy, the Lease Agreement must make clear whether the Lessor must repay that security deposit to the Academy at the end of the Lease Agreement term.
6. The Lease Agreement shall provide that the Academy has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Academy occupying the site. Such liabilities should be the responsibility of the Landlord and the Lease Agreement must explicitly delineate the Lessor's responsibility.
7. The Lease Agreement shall provide that no party other than the Academy shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the CSO Director 30 days prior to such occupancy. If another school will occupy the Academy's building, site, or physical plant, the Academy must provide to the CSO a written

analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

8. No provision of a Lease Agreement shall interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of a Lease 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.
9. The Lease Agreement shall not restrict an Academy Board from waiving its governmental immunity or require an Academy Board to assert, waive or not waive its governmental immunity.
10. The Lease Agreement may not provide for an automatic increase in rental amount unless the rent escalator is fair and reasonable for the market at the time the Lease Agreement is executed.
11. A Lease Agreement must contain a provision that all lease and physical plant records of the Lessor related to the Academy will be made available to the Academy's independent auditor and the CSO.
12. The Lease Agreement must provide that any amendments to the Lease Agreement must be reviewed by the CSO before execution, however, for certain types of non-substantive amendments to the Lease Agreement, the CSO Director may decide to waive in writing the Lease Policy.
13. The Lease Agreement must provide that fixtures purchased with the Academy's funds are owned by the Academy.
14. If the Lessor procures equipment, materials and supplies at the request of or on behalf of the Academy, the Lease Agreement shall contain a provision requiring the Lessor to follow applicable competitive bidding laws and prohibiting the Lessor from including 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).
15. The Lease Agreement must provide that the Lessor will indemnify the Academy Board for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Lessor's use or prior use of hazardous material at the physical plant.
16. 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 the Contract. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy, the University, 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.

17. Any lease agreement entered into by the Academy shall include aforementioned provision that allows termination of the lease upon the lessor's uncured breach of the lease agreement, without limiting the remedies available to the Academy or the University under the Contract, the Lease Agreement, or applicable law.

#### **D. University Board Approval of Condemnation**

1. 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 CSO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property and a request for a contract amendment. The CSO Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the CSO Director's recommendation will be submitted by the CSO 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.

#### **E. CSO Director Review of Certain Financing Transactions**

1. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge 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 Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the CSO 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 for review to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any) together with a copy of the proposed lease, deed or bill of sale for any facilities or equipment to be acquired in the transaction, 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 University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the CSO Director

extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction in his or her sole discretion). 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 CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

**F. Other Transactions Requiring CSO Director Review**

1. If the Academy desires to enter into a lease agreement for real property, purchase agreement, multi-year lease, or transaction requiring bid documents with respect to (i) the Academy's facilities described in Schedule 6, (ii) Academy facilities that are in addition to or intended to replace the Academy's facilities described in Schedule 6, or (iii) capital assets valued in excess of \$150,000, the Academy shall, not later than thirty (30) days prior to the proposed date of execution of the proposed agreement, lease or bid documents (as applicable), submit a written request for review to the CSO Director describing the proposed transaction and the facilities or capital assets to be purchased, leased or which are otherwise the subject of the transaction, together with a copy of the proposed lease, deed or bill of sale for such facilities or assets. Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction in his or her sole discretion). 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 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 CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.
2. A copy of the Academy's Acquisition Agreement shall be included at Schedule 6 of the Contract. Any subsequent amendments to any Academy real estate lease agreement shall only be incorporated into the Contract pursuant to Article IX of the Contract.

**G. Disapproval of Certain Transactions**

1. Due to the uncertain status of an Academy's Contract where the Academy has been placed in Intensified Monitoring status by the CSO pursuant to the CSO's Reinvigorating Excellence Initiative, a transaction that is required to be submitted for review by the CSO Director pursuant to these Facility Finance and Property Acquisition Policies by such an Academy will be disapproved by the CSO Director if the transaction would require payments to be made by the Academy after the Academy's existing Contract expiration date, except that the CSO Director may elect not to disapprove such a transaction where the CSO Director determines in his or her sole discretion that all of the following conditions are met:

- a. The Academy is not in Intensified Monitoring;
- b. The Academy has an unrestricted fund balance that is not less than fifteen percent (15%) of its projected annual expenditures;
- c. Entering into the proposed financing transaction will not cause the Academy to expend more than an amount equal to twenty percent (20%) of the funds to be received by the Academy annually from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., on discharging its annual obligations in connection with the lease or purchase of the Academy's land, building and other physical facilities;
- d. The facilities or equipment to be acquired with the proceeds of the proposed financing transaction are replacements for existing facilities or equipment and are necessary for continued safe operation of the Academy and the achievement of its educational goals; and
- e. Any other conditions deemed relevant by the CSO Director.

#### H. Amendments

- 1. Any subsequent amendment to the Acquisition Agreement shall be submitted to the CSO in the same form and manner as a new Acquisition Agreement.
- 2. The CSO may, from time to time, during the term of the Contract, amend these Policies and such amended Policies shall automatically apply to the Academy without the need for a Contract amendment. Contract amendments are identified further in the Contract Terms and Conditions.

# CHARTER SCHOOLS OFFICE POLICY

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Adopted: March 2009

Revised: January 31, 2025

## DISSOLUTION

Pursuant to the Terms and Conditions of the Contract to Charter a Public School Academy (“Contract”) issued by the Ferris State University Board of Trustees (“University Board”), these Dissolution Policies (“Dissolution Policies”) have been prepared and adopted by the University’s Charter Schools Office (CSO). These Dissolution Policies now become part of the Contract and apply immediately to all Public School Academies now authorized, and prospectively to all Public School Academies hereafter authorized or re-authorized, pursuant to Contracts issued by the University Board. A Public School Academy Board of Directors (“Academy Board”) must comply with these Dissolution Policies in addition to other Contract provisions that apply to an Academy.

### **A. Academy Board Obligations Relating to Termination of Contract**

1. **Contract Ending Notice.** When given by the Director of the Charter Schools Office (“CSO Director”) or the University Board, each of the following written notices to the Academy Board shall constitute a “Contract Ending Notice”: (a) that the University Board will not be renewing the Contract or extending it beyond its then existing term; (b) that the University Board is exercising its right to terminate the Contract; or (c) that the University Board has revoked the Contract. A notice of termination from the Academy and a notice from the Michigan Department of Education that an Academy site is subject to closure shall also constitute a “Contract Ending Notice” for purposes of this Dissolution Policy.

2. **Notice to State of Michigan.** Within ten (10) days of receipt of a Contract Ending Notice, the Charter Schools Office (CSO) shall give written notice to the Michigan Department of Education and the Michigan Department of Treasury of the non-renewal, non-extension, termination, or revocation of the Contract, as the case may be. Unless otherwise expressly provided in writing by the CSO Director or the University Board, the CSO shall request the Michigan Department of Education’s guidance and procedures on the dissolution, liquidation and winding up of the Academy. The notice given by the CSO shall advise the Michigan Department of Education and the Michigan Department of Treasury of the Contract Ending Date. The “Contract Ending Date” is (a) the date the term of the Contract ends, if the Contract is not being renewed or extended, (b) the effective date of termination, if the Contract is being terminated, or (c) the effective date of revocation, if the Contract is being revoked. The CSO shall simultaneously send the Academy Board a copy of its notice.



3. Plan of Dissolution and Liquidation.

a. When a Contract Ending Notice is received, then, unless otherwise expressly provided in writing by the CSO Director or the University Board, at least forty-five (45) days prior to the Contract Ending Date, the CSO Director shall submit to the Academy Board a plan of dissolution, liquidation and winding up for the Academy that is in full compliance with the Contract and all Applicable Law, regulations, rules, orders and governmental procedures.

b. The Academy shall immediately comply with the proposed plan of dissolution, liquidation and winding up provided by the CSO Director (the “Plan of Dissolution and Liquidation”). The Academy Board shall not alter the plan of dissolution, liquidation and winding up except by written permission of the CSO Director.

c. If not already in place in accordance with the Contract, the Academy shall cooperate in establishing an Academy Dissolution Administrative Account. If not so provided by existing Contract, beginning thirty (30) days after receipt of a Contract Ending Notice by either party, the University may direct up to ten thousand dollars (\$10,000) from each subsequent School Aid Fund payment, not to exceed a combined total of thirty thousand dollars (\$30,000) to a separate Academy account (“Academy Dissolution Administration Account”) to be used exclusively to pay the costs associated with the wind up and dissolution of the Academy, including but not limited to the expense of audits, inventory, appraisal, sale of unencumbered property, legal and other professional expenses, expenses of winding up corporate existence, the transfer of records, and the placement of students, and other administrative expenses related to dissolution. Within five (5) business days of the CSO’s notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Administrative Account. The Academy Dissolution Administrative 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 the wind up and dissolution administrative expenses have been satisfied. The University Board may also direct that a portion of the Academy’s state school aid funds be directed to the Academy Dissolution Administration Account. 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 Administration Account in accordance with these Policies and the 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. If the Academy does not cooperate in establishing the Academy Dissolution Administrative Account as directed, then the CSO may proceed to segregate such funds to be held by the University and separately accounted for, to be paid on behalf of or released to the Academy for the purposes described in this Section.

d. In the event that the Michigan Department of Education provides notification that that all Academy sites are included in a Contract Ending Notice, unless the MDE rescinds such notification, wind-up and dissolution of the Academy should occur at the end of the then-current school year.

e. Without limiting the above, 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.

4. Appointment of a Receiver. If requested to do so by the CSO Director or the University Board at any time following a Contract Ending Notice, the Academy Board shall cause the Academy to petition the appropriate Circuit Court of the State of Michigan for the appointment of a receiver to administer the dissolution, liquidation and winding up of the affairs of the Academy. To the extent necessary, the Plan of Dissolution and Liquidation shall thereafter be deemed modified to accommodate the appointment of a receiver. The CSO may, at its option, offer assistance for the Plan of Dissolution by providing services of Wind Up and Dissolution Manager at the CSO's expense.

### **B. Academy Board Best Practices**

The Academy Board shall follow the wind-up and dissolution actions set forth at Attachment A, which may be updated from time to time and circulated to the Academy Board without revising these Policies.

### **C. Amendments**

The CSO may, from time to time, amend these Dissolution Policies, and such amended Dissolution Policies shall automatically apply to the Academy. Contract Amendments are addressed further in the Contract.

## **RESOLUTIONS**

December 16, 2022

4c.2. Huron Academy – Reauthorization

It was moved by Trustee Ramirez-Saenz, supported by Trustee Srivastava, and unanimously carried that the Ferris State University Board of Trustees hereby approves the following Resolution, as submitted on this date:

**RESOLUTION**

WHEREAS, the Ferris State University Board of Trustees (the “University Board”) granted conditional approval to a Resolution (the “Initial Resolution”) dated May 7, 1999, for Huron Academy (the “Academy”), which conditionally authorized the execution of a contract with the Academy to charter an academy (“Original Charter Contract”) and conditionally authorized the Chairperson of the University Board to execute the Original Charter Contract between the Academy and the University Board; and,

WHEREAS, on May 7, 2004 the University Board granted a five-year reauthorization extension through June 30, 2009; and,

WHEREAS, on July 14, 2006 the University Board granted a two-year contract extension through June 30, 2011; and,

WHEREAS, on March 25, 2011 the University Board granted a five-year reauthorization extension through June 30, 2016; and,

WHEREAS, on December 18, 2015 the University Board granted a seven-year reauthorization extension through June 30, 2023; and,

WHEREAS, the Academy currently has 621 students in grades PreK-8 on two campuses; and,

WHEREAS, in 2020-2021 the ethnicity breakdown of the student population was 60% White (non-Hispanic), 26% Black (non-Hispanic), and 14% Other with 8% receiving special education, 30% categorized as English language learners and 61% receiving free and reduced lunch rate; and

WHEREAS, the University Board desires to reauthorize the Academy pursuant to the terms of a new contract to charter an academy (“New Charter Contract”) in substantially the form provided to the University Board in connection with its consideration of this reauthorization resolution (the “Reauthorization Resolution”) for seven years through June 30, 2030; and,

WHEREAS, the University Board intends that the New Charter Contract shall supersede and replace the Original Charter Contract in all respects.

NOW THEREFORE BE IT RESOLVED:

1. The application for the reauthorization of Huron Academy (the “Academy”) submitted to the Ferris State University Charter Schools Office (“FSU CSO”) for a term ending on June 30, 2030, is approved contingent upon the Academy Board approving the New Charter Contract (including without limitation the Terms and Conditions and all of the Schedules incorporated therein) and its execution, delivery and filing of the same in the name of and on behalf of the Academy.

The University Board establishes the method of selection, length of term, number of members, qualification of members, the procedure for removal of members, and other matters pertaining to the Academy’s Board of Directors, as follows:

a. Method of Selection. The University Board shall prescribe the methods of appointment for members of the Academy Board. Ferris State University’s Director of Charter Schools (“CSO Director”) is authorized to administer the University Board’s academy board selection and appointment process (including a Public School Academy Board Member Questionnaire or School of Excellence Board Member Questionnaire or Strict Discipline Academy Board Member Questionnaire, as applicable, and required background checks), as provided below:

1. The University Board shall appoint initial and subsequent members of the Academy Board of Directors by formal resolution, except as prescribed by subparagraph (4) of this subparagraph (a). The CSO Director shall recommend nominees to the University Board based upon a review of the applicable Academy Board Member Questionnaire, required background checks and each nominee’s resume. Each nominee shall be available for interview by the University Board or the CSO Director. The University Board may reject any or all Academy Board nominees.
2. The Academy Board shall be provided an opportunity to nominate its subsequent members, by resolution and majority vote, except as provided herein. The Academy Board shall recommend at least one nominee for each vacancy. The Academy Board’s nominees shall submit the applicable Academy Board Member Questionnaire for review by the FSU CSO. If the University Board elects not to appoint any of the Academy Board’s nominees for a vacant position on the Academy Board or elects to make its own nomination(s), it may nominate and appoint an Academy Board member of its own choosing for that vacant position, or it may request additional nominees from the Academy Board.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the University Board’s Chair, the CSO Director may appoint a qualified individual to the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled formal session. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

b. Length of Term. Each member of the Academy Board shall serve at the pleasure of the University Board. The initial terms of the members of the Academy Board shall be staggered in a manner determined by the CSO Director, but no individual member's term shall exceed a period of four (4) years. The subsequent term of each member of the Academy Board shall be for a period of four (4) years. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year.

c. Number of Directors. The number of board member positions on the Academy's Board of Directors shall be seven (7). The number of board member positions shall never be fewer than five (5) nor more than seven (7), as determined from time to time by the University Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the University Board or the CSO Director, may deem that failure an exigent condition.

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

d. Qualifications of Members. To be qualified to serve on the Academy Board, a person shall, among other things: (1) be a citizen of the United States; (2) be a resident of the State of Michigan; (3) submit all materials requested by the FSU CSO including, but not limited to, the applicable Academy Board Member Questionnaire which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the FSU CSO.

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

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

e. Oath. Before beginning his/her service, each member of the Academy Board shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be filed with the CSO. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

f. Removal of Members. The University Board may remove an Academy Board member with or without cause at any time by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

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

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

h. Resignation. Any member of the Academy Board may resign at any time by providing written notice to the Academy or the FSU CSO. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy board member who fails to attend three (3) consecutive Academy board meetings may, at the option of the Academy Board, the University Board, or the CSO Director, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy board member. A successor shall be appointed as provided by the method of selection adopted by the University Board.

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

j. Compensation. An Academy Board member shall serve as a volunteer director and without compensation for his/her services. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses incidental to their duties as an Academy Board member.

k. Current Members of the Board of Directors. The University Board re-confirms the appointments of the following persons to their existing terms set forth below as members of the Academy's Board of Directors:

Katherine Colombo  
38051 Opatik Court  
Sterling Heights, MI 48312  
Term Expiration: June 30, 2026

Jeffrey Parlow  
21781 Emanuel Drive  
Macomb, MI 48044  
Term Expiration: June 30, 2024

Colleen Dickey  
28470 Norwood SE  
Warren, MI 48092  
Term Expiration: June 30, 2026

James Perna  
38180 Saddle Lane  
Clinton Township, MI 48036  
Term Expiration: June 30, 2025

Jeffrey Duchene  
19199 15 Mile Road  
Clinton Township, MI 48035

Ramzi Twal  
34698 Amsterdam Drive  
Sterling Heights, MI 48312

Term Expiration: June 30, 2024

Term Expiration: June 30, 2025

Suzan Karadsheh  
49090 Driftwood Drive  
Shelby Township, MI 48317  
Term Expiration: June 30, 2023

2. The University Board hereby approves the New Charter Contract in substantially the form provided to the University Board in connection with its consideration of this Reauthorization Resolution, and upon being presented with the counterpart of the same that has been fully executed by a duly authorized representative of the Academy Board in its name and on its behalf, the President of the University, or his designee, is hereby authorized to execute the same in the name of and on behalf of the University Board, and the New Charter Contract shall thereupon take immediate effect and supersede and replace the Original Charter Contract in all respects.



# FERRIS STATE UNIVERSITY

## BOARD OF TRUSTEES

### FERRIS STATE UNIVERSITY CERTIFICATE OF SECRETARY TO THE BOARD OF TRUSTEES


I, Karen K. Huisman, Secretary to the Board of Trustees of Ferris State University, a constitutional body corporate of the State of Michigan, hereby certify that the attached is a true, complete and correct copy of the Resolution duly adopted by the Board of Trustees at a formal meeting of the Board of Trustees held on **December 16, 2022**, that said formal meeting was open to the public as prescribed by Mich. Const. 1963, art. 8, sec. 4, that said formal meeting was otherwise called and conducted in accordance with applicable provisions of Michigan law and the Bylaws of the Board of Trustees of Ferris State University then in effect, and that the minutes of said formal meeting were kept and are available for public inspection.

I FURTHER CERTIFY that the following Trustees were in attendance and constituted a quorum of the Board of Trustees: **Amna P. Seibold, Kurt A. Hofman, Ronald E. Snead, George K. Heartwell, Ana L. Ramirez-Saenz, Rupesh K. Srivastava and LaShanda R. Thomas.**

I FURTHER CERTIFY that the **motion passed unanimously** with regard to adoption of the attached Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December, 2022.



  
\_\_\_\_\_  
Karen K. Huisman, RP  
Secretary to the Board of Trustees

1201 S. State Street, CSS 301  
Big Rapids, MI 49307-2747

Phone: (231) 591-2505  
Web: [www.ferris.edu](http://www.ferris.edu)

May 5, 2023

4c. FSU Charter Contract Resolution Amendment: Allowance for Five-Member Boards of Directors

Moved by **Trustee Snead**, supported by **Trustee Fisher**, and **unanimously carried** that the Ferris State University Board of Trustees hereby approves the following Resolution, as submitted on this date:

**RESOLUTION**

WHEREAS, the Ferris State University (the “University”) Board of Trustees (the “University Board”) granted conditional approval to resolutions (the “Approval Resolution”) which conditionally authorized the execution of Contracts with the following public charter school academies (the “Academies”): Battle Creek Montessori Academy, Benton Harbor Charter School Academy, Blended Learning Academies Credit Recovery High School, Bridge Academy, Clara B. Ford Academy, Creative Technologies Academy, Hope Academy of West Michigan, Hope of Detroit Academy, Huron Academy, Joy Preparatory Academy, Lighthouse Academy, Marshall Academy, Michigan Collegiate, Michigan Connections Academy, Muskegon Montessori Academy for Environmental Change, New Bedford Academy, Northridge Academy, Pittsfield Acres Academy, Red Oak Academy and Voyageur Academy; and,

WHEREAS, the Approval Resolution for all of the above Academies states that the number of board member positions on the Academy’s Board of Directors shall be seven (7); and,

WHEREAS, Academy Boards are having difficulties recruiting board member candidates and maintaining a seven (7) member Board of Directors; and,

WHEREAS, the Ferris State University Charter Schools Office (“the CSO”) consulted with other authorizers of the Michigan Council of Charter School Authorizers (the “MCCSA”) regarding this matter; and,

WHEREAS, other authorizers of the MCCSA have five (5) or seven (7) member Academy Boards of Directors; and

WHEREAS, the CSO consulted with its attorney regarding this matter and he suggested the following language change in the Charter Contract Resolution:

**4c. Number of Directors**

1. “The number of board positions shall be seven (7), which may be reduced to five (5) or increased back to seven (7) if requested by the Academy and approved by the CSO Director. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the University Board or the CSO Director may deem that failure an exigent condition.”

2. **Quorum:** “In order to legally transact business, the Academy Board shall have a quorum 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)

A board member may participate in a meeting virtually only if unable to attend a meeting in person due to military duty, or in other circumstances where virtual attendance is permitted by law, and that member’s virtual presence shall count towards the required quorum and allow the virtual attendee to participate and vote on business before the board.”

3. **Manner of Acting:** “Notwithstanding any academy board bylaw to the contrary, any decision or action of the board must be approved by three directors if the board has five authorized positions, and four directors if the board has seven authorized positions. Procedural motions such as a motion to adjourn, table or postpone a matter, to schedule a meeting, or a motion to request a reduction in the number of authorized board positions or nominate persons to fill vacancies, may be approved by a majority of a quorum.”

WHEREAS, on May 6, 2022 the University Board approved a Charter Contract Resolution Amendment to include the above language allowing a five-member Board of Directors; and,

WHEREAS, the CSO amended the Charter Contract language change to allow a five-member Board of Directors for thirteen FSU-authorized public school academies, which included Benton Harbor Charter School Academy, Blended Learning Academies Credit Recovery High School, Bridge Academy, Clara B. Ford Academy, Creative Technologies Academy, Hope Academy of West Michigan, Hope of Detroit Academy, Lighthouse Academy, Michigan Connections Academy, New Bedford Academy, Northridge Academy, Pittsfield Acres Academy and Voyageur Academy; and,

WHEREAS, seven FSU-authorized public school academies were not part of the contract language change to allow a five-member Board of Directors because they were in the process of Authorization or Reauthorization, which were Battle Creek Montessori Academy, Huron Academy, Joy Preparatory Academy, Marshall Academy, Michigan Collegiate, Muskegon Montessori Academy for Environmental Change, and Red Oak Academy.

NOW THEREFORE BE IT RESOLVED, that the Ferris State University Board of Trustees hereby approves the five-member Board of Directors language change in the Charter Contract Resolutions of Battle Creek Montessori Academy, Huron Academy, Joy Preparatory Academy, Marshall Academy, Michigan Collegiate, Muskegon Montessori Academy for Environmental Change and Red Oak Academy.

# FERRIS STATE UNIVERSITY

## BOARD OF TRUSTEES

### FERRIS STATE UNIVERSITY CERTIFICATE OF SECRETARY TO THE BOARD OF TRUSTEES


I, Karen K. Huisman, Secretary to the Board of Trustees of Ferris State University, a constitutional body corporate of the State of Michigan, hereby certify that the attached is a true, complete and correct copy of the Resolution duly adopted by the Board of Trustees at a formal meeting of the Board of Trustees held on **May 5, 2023**, that said formal meeting was open to the public as prescribed by Mich. Const. 1963, art. 8, sec. 4, that said formal meeting was otherwise called and conducted in accordance with applicable provisions of Michigan law and the Bylaws of the Board of Trustees of Ferris State University then in effect, and that the minutes of said formal meeting were kept and are available for public inspection.

I FURTHER CERTIFY that the following Trustees were in attendance and constituted a quorum of the Board of Trustees: **Michael B. Fisher, George K. Heartwell, Kurt A. Hofman, Michael D. Ryan, Amna P. Seibold, Ronald E. Snead, Vivian TerMaat, and LaShanda R. Thomas.**

I FURTHER CERTIFY that the **motion passed unanimously** with regard to adoption of the attached Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of May, 2023.



  
Karen K. Huisman, RP  
Secretary to the Board of Trustees

1201 S. State Street, CSS 301  
Big Rapids, MI 49307-2747

Phone: (231) 591-2505  
Web: [www.ferris.edu](http://www.ferris.edu)

## **TERMS AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: July 1, 2023**

**BETWEEN**

**HURON ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**AND**

**FERRIS STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**CONFIRMING THE STATUS OF**

**HURON ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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

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

WHEREAS, the Legislature has authorized a 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 Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, or such agencies acting jointly, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, The University Board has considered the Application for the re-authorization of **HURON ACADEMY** (the "Academy"), considered the academic progress of students attending the Academy and its fiscal operation and has approved the re-authorization of the Academy's operation under this replacement Contract, which shall supersede the original contract (as amended) under which the Academy was established;

NOW, THEREFORE, pursuant to the Code the University Board re-authorizes the Academy pursuant to the terms and conditions of this Contract under which certain rights, franchises, privileges, and obligations of a public school academy are conferred upon the Academy and the status of the Academy as a public school academy in this state is confirmed. 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 non-profit corporation named **HURON ACADEMY** which is re-authorized as a public school academy pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of **HURON 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 most recent public school academy application or amended application and supporting documentation submitted to the University for the establishment or for the re-authorization of the Academy.

(e) “Charter Schools Director” or “CSO Director” means the person designated at the University to administer the operations of the Charter Schools Office.

(f) “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 the University Board’s designee for the purpose of administering the University Board’s responsibilities under the Contract. The CSO has authority to interpret the Resolution and the Policies on behalf of the University Board.

(g) “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 (MCL).

(h) “Conservator” means an individual appointed by the University President in accordance with Section 10.10 of these Terms and Conditions.

(i) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Resolution, the Schedules, and the Application.

(j) “Director” means a person who is a member of the Academy Board of Directors.

(k) “Educational Service Provider” or “ESP” means an educational management organization as defined under Section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the CSO Director for review as provided in Section 3.9 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended, and Applicable Law.

(l) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Director 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. 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.

(m) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balancer Deficit.

(n) “Lease Policies” means those policies adopted by the Charter Schools Director that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time at his or her sole discretion, amend the Lease Policies. 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.

(o) “Management Agreement” or “ESP Agreement” means a management 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 operation or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 3.9 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended, and Applicable Law.

(p) “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.

(q) “President” means the President of Ferris State University or his or her designee.

(r) “Resolution” means the authorization or re-authorization Resolution adopted by the Ferris State University Board of Trustees on December 16, 2022, establishing the method of selection, length of term, number of Directors, qualification of Directors, the procedure for removal of Directors and the names of the initial Directors under this Contract.

(s) “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, Schedule 7: Required Information for Public School Academy, and Schedule 8: Information Available to the Public.

(t) “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.*

(u) “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.

(v) “Superintendent” means the Michigan Superintendent of Public Instruction.

(w) “Terms and Conditions” means this document entitled “Terms And Conditions Of Contract, Dated July 1, 2023, Between **HURON ACADEMY** (A Public School Academy) And Ferris State University Board of Trustees Confirming The Status Of **HURON ACADEMY** As A Public School Academy.”

(x) “University” or “FSU” means Ferris State University established pursuant to Article 8, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.801 *et seq.*

(y) “University Board” means the Ferris State University Board of Trustees.

(z) “University Board Chairperson” means the Chairperson of the Ferris State University Board of Trustees or his or her designee.

(aa) “University Charter Schools Hearing Panel” or “Hearing Panel” means such persons as designated by the President.

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 and supporting documentation are incorporated into, and made part of, this Contract.

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;

(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 Ferris State University. Ferris State 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 Ferris State University. If applicable, the University Board has provided to the Michigan Department of Education (MDE) 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. It is organized and shall operate as a public school academy and a nonprofit corporation. It is not a division or part of Ferris State University, and the Academy is not empowered to act on behalf of Ferris State University or the University Board with respect to any matter whatsoever. 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 formal written agreements between the University Board and the Academy.

**Section 2.3 Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University.** Any contract, 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 pledged for the payment of any Academy contract, 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 or otherwise 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, mortgage, loan or other instrument of indebtedness entered into by the Academy.

### **ARTICLE III**

#### **ROLE OF FERRIS STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY**

**Section 3.1 Method of Selection, Length of Term, Number of Directors, Qualification of Directors, Procedure for Removal of Directors, and Other Matters.** The University Board has adopted a Resolution providing for the method of selection, length of term, number of members, qualification of members, the procedure for removal of members, other matters pertaining to Directors and the names of the current Directors under this Contract. The Resolution is hereby incorporated into this Contract and made a part hereof. The University Board may, from time to time, amend the Resolution changing the method of selection, length of term, number of Directors, qualification of Directors, the procedure for removal of Directors and other matters pertaining to Directors. Any subsequent resolution of the University Board changing the Resolution shall be deemed incorporated into this Contract as an amendment, with like effect as though it had been approved by the Academy Board and by the University Board under Section 9.4 of Article IX hereof.

Section 3.2 University Board as Fiscal Agent for the Academy. The University Board is of receipt 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 Board, 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 ten (10) 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 incorporated herein as Schedule 4.

Section 3.4 Reimbursement of University Board Costs. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the cost of its executing its 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 CSO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The CSO Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the CSO Director's recommendation will be submitted by the CSO 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. 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) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) 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 may contract with an Educational Service Provider to provide persons to perform work at the Academy so long as (a) the agreement complies with the requirements of Section 3.9 of these Terms and Conditions; (b) the Academy has first complied with the Charter Schools Office Educational Service Provider Policies, if any, as then in effect; and (c) the CSO Director has not disapproved the agreement. A copy of the agreement between



the Academy and the Educational Service Provider (ESP) shall be made available by the authorizer. ESP job descriptions are included as a part of Schedule 5 of the charter contract.

**Section 3.7** CSO Director Review of Certain Financing Transactions Involving Pledge of State Aid. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge 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 acting as fiscal agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the CSO 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 CSO Director 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 CSO Director; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction in his or her sole discretion). If no response is made during that period, this transaction shall be considered not to have been disapproved. 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 CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

**Section 3.8** University Board Contract Authorization Process.

(a) 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 without any further action of either the Academy or the University Board.

(b) An Academy seeking a renewal of its Contract shall make a formal request to the Charter Schools Office prior to the end of the current Contract term through the Reauthorization Application. Reauthorization packets are sent to academies and Boards of Directors in the beginning of the final contractual academic year. The Charter Schools Office 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 extending the contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

(c) A “reauthorization” shall generally consist of a contractual renewal period of three (3) or more years as granted by the University Board. In lieu of reauthorization, the granting of a contractual extension of a period of generally three (3) years or less will be utilized in those situations in which there is not as great a degree of confidence in the performance of the Academy as in the case of a reauthorization. Appropriate conditions may be placed upon an extension of contract to achieve improvement and performance.

(d) The decision to recommend reauthorization or contract extension to the FSU Board of Trustees shall be determined solely by the CSO Director. Such decisions shall be made in consultation with appropriate CSO staff, visitation reports, and other relevant data for the contractual period or extension period. Academic achievement for all groups of pupils as measured by assessments and other objective criteria shall be the most important factor in the decision whether to reauthorize or extend a contract.

### **Section 3.9 CSO Director Review of ESP Agreement.**

(a) The Academy may enter into an ESP Agreement with an Educational Service Provider to contract out its administrative, educational, management, and/or instructional functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The ESP policies of the CSO are incorporated into and deemed part of this Contract. The CSO may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall apply to the Academy in accordance with Section 12.16 of the Contract, without any amendment under Article IX of this Contract. If the Academy proposes to enter into a new or renewal ESP Agreement, or to extend the term of an existing ESP Agreement, the Academy shall, not later than thirty (30) days prior to the proposed date of execution thereof, submit the proposed ESP Agreement and a detailed description of the means by which the Educational Service Provider will be held accountable to the Academy Board for the day-to-day performance of the Educational Service Provider’s obligations under the ESP Agreement for review by the CSO Director. Unless the CSO Director extends the review period, within thirty (30) days of receiving a copy of a proposed agreement and detailed description in compliance with this Section, the CSO Director shall notify the Academy if the proposed ESP Agreement is disapproved (the CSO Director may disapprove the proposed ESP Agreement if the ESP Agreement is contrary to this Contract or Applicable Law). If no response is made during that period, the Agreement shall be considered not have been disapproved. If the proposed ESP Agreement is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and/or the Educational Service Provider, would cause such disapproval to be deemed withdrawn. No ESP Agreement may be entered into that is disapproved by the CSO Director. By not disapproving a proposed ESP Agreement, the CSO Director is in no way giving approval of the proposed ESP Agreement, or any of the terms or conditions thereof. Any subsequent amendment

to an ESP Agreement shall be submitted for review by the CSO Director in the same form and manner as a new ESP Agreement.

(b) An ESP Agreement:

(i) may not contain a non-competition, no-hire, or similar provision prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy;

(ii) shall contain a representation and warranty by the Educational Service Provider to the Academy that no non-competition, no-hire, or similar provisions are included in the Educational Service Provider's employment contracts or other agreements with instructional staff that perform work at the Academy, nor will any such provisions be included in any such contracts or agreements for the duration of the ESP Agreement;

(iii) shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation but not limited to the information described in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract;

(iv) shall not be for a term extending beyond the term of the Contract;

(v) shall not contain terms inconsistent with the CSO's Educational Service Provider Policies, if any, in effect at the time that the ESP Agreement is entered into, renewed or extended; and

(vi) shall contain the following provisions:

"Indemnification of Ferris State University. The parties acknowledge and agree that the Ferris State University Board of Trustees, Ferris State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Ferris State University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Ferris State University, which arise out of or are in any manner connected with Ferris State University Board of Trustees' approval of the Academy's application, Ferris State University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Ferris State University, Ferris State University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its

obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Ferris State University, Ferris 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 either party to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous with Academy’s Contract: Reconstitution. If:

- (i) the Academy’s Contract issued by the Ferris State University Board of Trustees is suspended, revoked or terminated; or
- (ii) the charter contract is not reauthorized or extended to the Academy after expiration of the Contract;
- (iii) termination of the ESP Agreement is required by the University in connection with reconstitution of the Academy;”

“Compliance with Academy’s Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Ferris 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 ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

**Section 3.10 Certain Other Transactions Requiring Review by the CSO Director.** If the Academy desires to enter into a purchase agreement, multi-year lease, or transaction requiring bid documents with respect to (i) the Academy’s facilities described in Schedule 6, or (ii) capital assets valued in excess of \$150,000, the Academy shall, not later than thirty (30) days prior to the proposed date of execution of the proposed agreement, lease or bid documents (as applicable), submit the same for review and comment by the University Charter Schools Office. Unless the CSO Director extends the review period, within thirty (30) days of receiving a copy of a proposed agreement, the CSO Director shall notify the Academy if the proposed agreement is disapproved (the CSO Director may disapprove the proposed agreement in his or her sole discretion). If no response is made during that period, the transaction shall be considered not to have been disapproved. If the proposed agreement is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and/or other party to the agreement, would cause such disapproval to be deemed withdrawn. No agreement described in this Section may be entered into that is disapproved by the CSO Director.

## 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 agency and shall not undertake any action inconsistent with its status as a body corporate 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. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. With the exception of agreements that require prior submittal to the CSO Director or the University Board (or its designee) for review and which have either (a) not been submitted for review, or (b) been submitted for review and disapproved, the Academy may enter into agreements with other public schools, public school academies, schools of excellence, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

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 Contract.

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 any 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.

(f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building 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 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;

(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 sub-Section, 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.

## **ARTICLE V**

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

**Section 5.1 Nonprofit Corporation.** The Academy shall be organized and operate as a nonprofit corporation organized under the Michigan Nonprofit Corporation Act, Act No. 162 of the Public Acts of 1982, MCL 450.2101 *et seq.* Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of the Code or other Applicable Law.

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

## **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 2. The Academy shall have four officers: president, vice president, secretary and treasurer. The officer positions shall be filled by persons who are also members of the Academy Board. A description of their duties is included in Schedule 2.

**Section 6.2 Educational Goals, Programs and Curriculum.** The Academy shall pursue the educational goals, deliver the educational programs and implement and follow the curriculum identified in Schedule 7. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

**Section 6.3 Method of Pupil Assessment.** The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall annually administer a nationally-normed test to each grade or grouping level, except that the CSO Director may exempt grades K-1 from this requirement at his or her discretion. The Academy shall provide the CSO 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 CSO; and
- (b) An annual education report in accordance with the Code.

**Section 6.4 Application and Enrollment of Students; School Calendar and School Day Schedule.** The Academy shall comply with the application and enrollment policies, school calendar and school day schedule identified in Schedule 7. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the CSO 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 two (2) weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.5 Age/Grade Range of Pupils Enrolled. The Academy is authorized to serve students in the age/grade range specified in Schedule 7.

Section 6.6 Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.7 Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.8 Annual Financial Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent (with respect to both the Academy and its ESP, if any) certified public accountant with public school auditing experience. By November 1 of each year, the Academy shall submit one (1) copy of the annual financial statement audit and auditor's management letters to the University Charter Schools Office.

Section 6.9 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 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measurable 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 CSO 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 6.10 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 Ferris State University.

**Section 6.11 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 6.12 Reporting Student Performance Levels.** The Academy shall provide the CSO with full access to the State of Michigan secured student performance data site. Unless otherwise directed by the CSO, the Academy shall furnish the CSO Director with:

(a) An assessment of student performances at the end of academic periods or at such other times as the CSO deems appropriate; and

(b) An objective evaluation of student performances and the Academy's operations and procedures, not less frequently than at three (3) year intervals or at such other times as the CSO Director may otherwise request. The evaluation shall be done by a visitation team selected by the CSO. The visitation team shall include members of the CSO staff, and may include outside evaluators selected by the CSO in its sole discretion. All expenses of the visitation team shall be borne by the CSO. The methodology to be used for the evaluation shall be shared with the Academy Board of Directors prior to the evaluation visit. The visitation team shall compile a comprehensive report for presentation to the Academy Board and posted on the CSO website. Such evaluation report may constitute grounds for the University Board to continue, suspend, terminate or revoke the Contract, or not issue a new Contract at the end of the term of the Contract, or reconstitution of the Academy according to Applicable Law.

**Section 6.13 Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Contractual Educational Goals.** 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 6.14 Matriculation Agreements.** Matriculation agreements shall be subject to the requirements and approval procedures in Schedule 7e. Until the matriculation agreement is reviewed and not disapproved, the Academy is prohibited from granting an enrollment priority to any student pursuant to the matriculation agreement.

**Section 6.15 Posting 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 6.16 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 MCL 380.1280c(1) or MCL 380.1280g(3), as applicable, during the immediately preceding three (3) 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 law.

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAWS**

**Section 8.1 Compliance with Applicable Law.** The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, The Freedom of Information Act ("FOIA"), the Public Employees Relation Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Michigan Handicappers' Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC and 12101 *et seq.* or any successor law. 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 to 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 appropriate 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 the CSO Director. The University Board shall review, consider and vote upon all changes and amendments to this Contract that are proposed by the Academy.

**Section 9.3 Process for Amendment Initiated by the University Board.** The University Board, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of 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.

**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 the responsibilities and obligations of either the Academy Board or the University Board, this Contract shall be deemed altered or amended to reflect the change in existing law as of the effective date of such change without action by either party; however, the University Board, acting through the CSO, may provide written notice of the change to the Academy. To the extent possible, the responsibilities and obligations of the Academy Board and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

**Section 9.6 Partnership Agreement.** If an Academy site is on the list of lowest performing schools prepared by the Michigan Department of Education (MDE), and the Superintendent proposes a Partnership Agreement with the Academy, the Academy shall work with the CSO to finalize an agreement that is acceptable to the MDE, the Academy and the CSO. The Partnership Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as a Schedule. The CSO shall propose to the University Board any amendments to this Contract that are needed to ensure the Partnership Agreement is consistent with this Contract.

**Section 9.7 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

### TERMINATION, SUSPENSION AND REVOCATION

Section 10.1 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 10.2 Automatic Amendment of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.2, if the University Board is notified by the Michigan Department of Education (MDE) 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 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 MDE rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the MDE, in a form and manner determined by the MDE.

If the MDE 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 MDE's school improvement plan, if applicable, for the identified site(s).

If the Michigan Department of Education 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 MDE 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 10.4 do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section.

Section 10.3 Grounds and Procedures for University Termination of Contract. The University Board, in its 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 10.2, the revocation procedures in Section 10.4 shall not apply.

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.2, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, 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 set forth in the 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 10.5 Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic

revocation set forth in Section 10.6, 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 is insolvent, has been adjudged bankrupt, or has operated for two (2) or more school fiscal years with a fund balance deficit;

(b) 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;

(c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;

(d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services without first obtaining the University Board's approval;

(e) The University Board or its designee 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

(f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office or the University Board 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 10.6 University Board Procedures for Revoking Contract.** Except for the automatic revocation process set forth in Section 10.2, or the termination of Contract by the University Board pursuant to Section 10.3, the University Board's process for revoking the Contract is as follows:

(a) **Notice of Intent to Revoke.** The CSO 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 CSO 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 shall 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 CSO 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 CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO 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 CSO 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) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of one (1) or more members of the Academy Board; (ii) termination of at-will board appointments of one or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; (iv) a requirement that the Academy Board terminate the existing ESP Agreement; or (v) the appointment of a new Academy Board or a trustee to take over operations of the Academy. The CSO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure.

(e) Request for Revocation Hearing. The CSO Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO 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 CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO 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 CSO 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 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 University 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 CSO 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 CSO Director and shall not last more than three (3) hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO 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 CSO 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 sub-section. A copy of the Hearing Panel's recommendation shall be provided to the University 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 formal session, the University Board shall consider the Hearing Panel's recommendation at its next regular formal session 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 formal session to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.



(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.

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

(a) Charter Schools Office Director Action. If the CSO Director determines that probable cause exists to believe 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 this Contract; (v) has willfully or intentionally violated this Contract or Applicable Law; or (vi) has violated Section 10.4(d), the CSO Director may immediately suspend the Contract. 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 CSO 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 Section 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 Mecosta 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 proceeding is brought in accordance with this Section.

Section 10.9 Conservator: Appointment by University President. Notwithstanding any other provision of the Contract, in the event 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. During the appointment, the Academy Board members 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 and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any 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 the Code or this Contract.

Section 10.10 State Board of Education Revocation Procedures. As required by the Code, any legal remedy adopted by the State Board of Education shall automatically apply to this Contract. If any legal remedy adopted by the State Board of Education alters or supersedes existing provisions of this Contract, the remedy of the State Board of Education shall apply.

**Section 10.11 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 or their designee, 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 or his or her designee may temporarily take action on behalf of the University Board with regard to the Academy Board or any aspect of the Contract, so long as such action is in the best interests of the University Board. When acting during an emergency situation, the University President or their designee shall have the authority to act in place 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 either the University Board or University Board Executive Committee. The University President shall immediately report such action to the University Board for confirmation at the next meeting of either the University Board or the University Board Executive Committee. The University Board or the University Board Executive Committee may confirm the emergency action taken by the University President or their designee so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

**Section 10.12 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 termination by either party or Academy Board, 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 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.

## **ARTICLE XI**

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

**Section 11.1 Employment Qualifications for Classroom Teachers.** The Academy shall employ classroom teachers, administrators and chief business officers who meet the certification requirements set forth in Part 22 of the Code, and other Applicable Law. In any other situation as deemed necessary in which the Academy is permitted under the Code, use of non-certified teachers is permitted.

**Section 11.2 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 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 11.3 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 1) 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 ten (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 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 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 thirty (30) days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Michigan Department of Education 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 report in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy website.

**Section 11.4 Security Procedures.** The Academy Board shall establish security procedures for the maintenance and protection of the Academy student body, its personnel and its property. The security plan shall be in written form and kept on the Academy premises.

**Section 11.5 Student Conduct and Discipline.** The Academy shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline, such policies to be in compliance with Applicable Law.

**Section 11.6 Professional Development of the Academy Faculty.** The Academy shall ensure that professional development of its faculty is provided as required by the Code. The Academy shall also encourage the development of new teaching techniques or methods or significant revisions to known teaching techniques or methods. The Academy shall report new developments or innovations in teaching techniques or methods to the University Board or its designee for dissemination to the public.

**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.*, and other Applicable Law concerning the provision of special education programs and services at the Academy.

Section 11.8 Americans With Disabilities Act. The Academy shall comply with 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.

Section 11.9 Insurance. The Academy Board shall secure and maintain at all times insurance coverages that comply with the most current Michigan University Self-Insurance Corporation (M.U.S.I.C.) standards.

The insurance shall be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan with an AM Best Rating of "A-VII" or better. 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. The Academy shall list the University on the insurance policies as an additional insured on insurance coverages. The Academy shall have a provision included in all policies requiring notice to the University at least thirty (30) days in advance, upon termination or non-renewal of the policy.

The Charter Schools Office may periodically contract with an outside vendor to audit Academy Policies. The Academy shall provide to the University Board or its designee copies of all insurance policy binder sheets for the policies required by this Contract, and will provide the actual policies upon request. 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.

The University's self-insurance program periodically reviews the types and amounts of insurance coverages that the Academy shall secure in order for the University to maintain coverage for the authorization and oversight of the Academy. In the event that the University's self-insurance program requests additional changes in coverage identified in this Section 11.9, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's self-insurance program within thirty (30) days after notice of the coverage change.

Section 11.10 Transportation. The Academy Board may enter into contracts with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 11.11 Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.12 Teacher Tenure. Except as required by law, the Academy shall not be required to establish or maintain a teacher tenure system.

Section 11.13 Library Services. The Academy Board may enter into contracts with other local school districts or intermediate school districts for use of library services.

**Section 11.14 Use of Information Technologies.** The Academy is encouraged to use modern information technologies, including distance learning, in its educational programs.

**Section 11.15 Cooperation with Other Educational Organizations, Libraries and Museums.** The Academy Board may enter into contracts or cooperate with other school districts or communities for the use of educational and vocational facilities, including libraries and museums.

**Section 11.16 Accreditation.** If and when available, the Academy shall apply for, and satisfy the applicable accreditation requirements of the State Board of Education.

**Section 11.17 Role of Parents and Guardians.** The Academy shall encourage the active participation of parents and guardians in the education of its student body. Parents and guardians may volunteer or be selected to serve on committees established by the Academy Board.

**Section 11.18 School and Community Relations.** The Academy Board may adopt policies and establish programs that (i) encourage the free flow of information between the Academy Board and the community, and (ii) provide for and encourage community input into all matters considered by the Academy Board.

**Section 11.19 Deposit of Public Funds by the Academy.** The Treasurer of the Academy shall deposit or invest all surplus funds received by the Academy in a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds belonging to the state under Sections 3 or 7 of Act No. 105 of the Public Acts of 1855, as amended by the Act, being Sections 21.143 and 21.147 of the Michigan Compiled Laws, or other Applicable Law.

**Section 11.20 Equal Opportunity Policies.** The Academy agrees to operate at all times as an equal opportunity employer and to establish and implement a written sexual harassment policy and such other policies as required by Applicable Law.

**Section 11.21 Legal Liabilities and Covenant Against Suit.** The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind 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 or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does 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 or any of its trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, revoking, suspending or terminating of this Contract or as a result of not issuing a new Contract at the end of the term of the Contract, or placing the Academy on Probationary Status.

**Section 11.22 Non-Endorsement.** No action taken by the University Board with respect to the Academy shall be taken as an endorsement in any way by the University of the Academy or any aspect thereof.

**Section 11.23 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 least 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 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 11.24 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, and maintains compliance with this Section 11.24. The Academy shall provide to the CSO Director the following:

- (a) A copy of the final building occupancy inspection letter from the Michigan Department of Licensing and Regulatory Affairs (LARA) Office of Fire Safety;
- (b) An acknowledgment from the Academy that the building has been continuously occupied as a school since the time of the final building occupancy inspection;
- (c) Copy of the Academy's approval letter from the local department of public health indicating that the Academy's facilities meet or exceed all applicable sanitation requirements; and
- (d) An acknowledgment from the Academy that the building is in compliance with all fire, health and safety standards applicable to schools and that the Academy possesses the necessary occupancy and safety certificates for the Academy's physical facilities.



A current copy of the Academy's safety permits shall be kept on file at the Charter Schools Office and at the Academy.

**Section 11.25 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 Academy and the Management Agreement must detail the 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 of the Charter Schools Office which are incorporated into and be deemed part of this Contract. 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 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 11.26 Environmental Matters.**

(a) **Representations and Warranties Relating to Environmental Matters.** The Academy represents to the University Board that:

(i) the Academy's building and other physical facilities are not in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law. The Academy's building and other physical facilities are and will continue to be free of friable asbestos and other sources of contamination and in full compliance with all Environmental Laws.

(ii) the Academy has obtained any and all permits and licenses to construct or use any improvements, fixtures and equipment forming a part of the building and other physical facilities.

(iii) the Academy has made inquiry into previous uses and ownership of building and other physical facilities, and, after such inquiry, has determined that no Hazardous Substance (as defined below) has been disposed or released on or in the building and other physical facilities.

(iv) the Academy's intended and future use of the building and other physical facilities will not result in the disposal or release of any Hazardous Substance on or in the building or other physical facilities in violation of any Environmental Law.

(b) Definitions.

(i) "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the building including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, 41 U.S.C. Sections 9601 *et seq.* the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Sections 6901 *et seq.*, and the Natural Resources and Environmental Protection Act (NREPA), MCL Sections 324.101 *et seq.*

(ii) "Hazardous Substance" means any toxic or hazardous substance, material or waste which is or becomes regulated by any local governmental authority, the State of Michigan or the United States Government. The term "Hazardous Substance" includes without limitation:

A. those substances included within the definitions of "hazardous substances," "hazardous material," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*, and in the regulations promulgated pursuant to said laws;

B. petroleum;

C. asbestos;

D. those substances designated as a hazardous "substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317);

E. those substances defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (42 U.S.C. §6991 *et seq.*); and

F. those substances defined as a "hazardous substance" under §324.11103 of the Michigan Compiled Laws.

(c) No underground storage tanks will be placed upon or installed within the Academy's building or other physical facilities, nor shall the Academy allow the release or disposal of any Hazardous Substance on or in the building or other physical facilities in violation of any Environmental Law.

Section 11.27 Information Available to the Public; 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 8, 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.

Section 11.28 Limitation on Expenditures for Lease, Purchase, or Debt Service for Facilities.

(a) Subject to (b) below, the Academy may expend not more than an amount equal to twenty percent (20%) of total amount received under Sections 22a and 22b of the State School Aid Act of 1979, as amended, MCL 388.1601, *et seq.*, for the lease or purchase of the Academy's land, building, and other physical facilities described in Schedule 6 or any amendment thereto, including transfers to a capital projects fund or debt retirement fund for debt service.

(b) If Section 18(1) of the School Aid Act, which limits transfers to a capital projects fund or debt retirement fund to twenty percent (20%) of amounts received under Sections 22a and 22b is amended after the date of this contract, the University Board or CSO may, but are not required to, clarify the procedures and requirements for applying this limitation by implementation of a policy in accordance with this contract.

Section 11.29 Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding and in addition to 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 an owner, officer, director, employee or consultant of 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; and

(e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.

Section 11.30 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 domestic partner:

- (i) is employed by the Academy;
- (ii) works at or is assigned to 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.

Section 11.31 Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one (1) full-time position and simultaneously being compensated for each position.

## ARTICLE XII

### GENERAL TERMS

Section 12.1 Notices. Any and all notices permitted or required to be given under this Contract shall be deemed duly given by registered or certified mail with return receipt requested (or by Federal Express or United Parcel Service next day delivery). 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 Board of Trustees of Ferris State University:

Director of Charter Schools  
Ferris State University  
1020 Maple St  
Big Rapids, MI 49307

with a copy to:

Miles Postema  
Ferris State University  
Office of the General Counsel  
McKessy House  
120 East Cedar St  
Big Rapids, MI 49307

If to Academy Board:

Dr. Jeffrey Duchene  
19199 15 Mile Road  
Clinton Township MI 48035

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 any local, state or federal 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 the Academy without the prior written consent of 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 a period of seven (7) academic years as determined by resolution of Ferris State University and shall terminate on June 30, 2030 unless sooner terminated according to the terms hereof. Increases in academic achievement for all groups of pupils shall be the most important factor in renewing the contract.

**Section 12.10 Indemnification of University.** The Academy agrees to indemnify and hold the University and its trustees, 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, defamation, economic loss, or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University and its trustees, officers, employees, agents or representatives, which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance of the University Board 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 by either party of its defense of governmental immunity.

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. Except as otherwise expressly 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 and CSO Policies 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 and amendments to University Board or CSO Policies that are required by Applicable Law which shall apply immediately, University Board or CSO 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 after thirty (30) day's notice, provided they are not inconsistent with provisions of this Contract.

Section 12.16 Survival of Provision. The terms, provisions, and representations contained in Section 11.9, Section 11.21, Section 12.11, Section 12.15, and other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17 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 12.18 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 sub-paragraph (a).

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 sub-section does not apply to any of the following situations:

(i) for students enrolled in the Academy, providing such information to any 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 sub-section 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 contract 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 Michigan Department of Education 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 eighteen (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 one (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 Michigan Department of Education (MDE) and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the MDE, 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 1310 of the Code, MCL 380.1310. 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 one (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 Michigan Department of Education (MDE), in a form and manner determined by the MDE, notice of the adoption of any 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. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify model practices for determining school safety measures.

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

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

(i) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy

during the immediately preceding school year, with a brief description of the incident causing each expulsion;

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

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

The undersigned have read, understand and agree to comply with and be bound by the terms and conditions set forth in this Contract.

**HURON ACADEMY**

By: 

Board President

Its: President

Date: 4-18-2023

**FERRIS STATE UNIVERSITY  
BOARD OF TRUSTEES**

By: 

University President  
or his designee

Date: 6/7/23

## **CONTRACT SCHEDULES**

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**CONTRACT SCHEDULE 1**  
**ARTICLES OF INCORPORATION**

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

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**FILED**

MAY 05 2016

ADMINISTRATOR  
CORPORATIONS DIVISION

Name

Huron Academy

Address

11401 Metropolitan Parkway

City: Sterling Heights

State: MI

ZIP Code: 48312

EFFECTIVE DATE



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

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

1. The present name of the corporation is:

Huron Academy

2. The identification number assigned by the Bureau is

760-230

3. All former names of the corporation are

Huron Academy

4. The date of filing the original Articles of Incorporation was: June 24, 1999

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

**ARTICLE I**

The name of the corporation is:

Huron Academy

**ARTICLE II**

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

See attached.

### ARTICLE III

1. The corporation is formed on a nonstock basis.  
(stock or nonstock)

2. If formed on a stock basis, the aggregate number of shares that the corporation has authority to issue is \_\_\_\_\_ . If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

3a. If formed on a nonstock basis, the corporation is to be financed under the following general plan:

State school aid payments pursuant to the State School Act of 1979, or any successor law;

Federal funds;

Donations;

Fees and charges permitted to be charged by public school academics and other funds lawfully received

b. The corporation is formed on a directorship basis.  
(membership or directorship)

### ARTICLE IV

1. The name of the resident agent is: Dr. Jeffrey Duchene

2. The address of the registered office is:

11401 Metropolitan Parkway Sterling Heights , Michigan 48312  
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P O Box) (City) (ZIP Code)

**ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)**

See attached

**5 COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.**

- a ☐ These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a)

Signed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_

(Signatures of a Majority of Incorporators, Type or Print Name Under Each Signature)

- b. ☒ These Restated Articles of Incorporation were duly adopted on the 27 day of April, 2016, in accordance with the provisions of section 641 of the Act: (check one of the following)

\_\_\_\_\_ by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

X were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

\_\_\_\_\_ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.

\_\_\_\_\_ were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.

\_\_\_\_\_ were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 27<sup>th</sup> day of April, 2016

By Jeffrey Duchene  
(Signature of Authorized Officer or Agent)

Dr. Jeffrey Duchene  
(Type or Print Name)

Board President  
(Type or Print Title)



## ARTICLE II

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

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

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

## ARTICLE V

The corporation is a governmental entity.

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

Pursuant to the terms of the contract the charter a public school academy between the corporation and the Ferris State University Board of Trustees (the "University Board"), the method of selection, length of term, number of members, qualification of members, the procedure for removal of members, and any other matters pertaining to the Board of Directors of the corporation have been established by a resolution of the University Board as required by the Code. The University Board may, from time to time, amend the resolution changing the method of selection, length of term, number of members, qualification of members, the procedure for removal of members, and any other matters pertaining to the Board of Directors of the corporation.

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

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

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

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

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

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific amendments 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 University Board through its Director of Charter Schools. The University Board reviews, considers and votes upon all changes or amendments to these Articles of Incorporation.

The University Board may, at any time, 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 University Board upon a majority vote of the corporation's Board of Directors.

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

**CONTRACT SCHEDULE 2**

**BYLAWS**

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**BYLAWS**  
**OF**  
**HURON ACADEMY**  
**11401 Metro Parkway**  
**Sterling Heights MI 48312**

**ARTICLE I**

**NAME**

This organization shall be called the HURON ACADEMY (the "Academy" or the "corporation").

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the State of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Consumer and Industry Services and to the Ferris State University (the "University") Charter Schools Office (the "CSO").

**ARTICLE IV**

**BOARD OF DIRECTORS**

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may 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 Charter Contract and Applicable Law.

Section 2. Method of Selection and Appointment, Etc. 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 and other matters pertaining to members of the Academy Board shall comply with the Resolution adopted by the University Board on December 16, 2022.

## ARTICLE V

### MEETINGS

Section 1. Annual Organizational and Regular Meetings. The Academy Board shall hold an annual organizational meeting each year prior to the first regular meeting of the year. The Academy Board must provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. Prior to October 15th of each year, the Academy Board shall publicly present the Academy's Annual Report. The Academy Board shall provide notice of the annual organizational and all regular meetings as required by the Open Meetings Act. The regular meeting schedule may be altered, or regular meeting rescheduled, only by action of the Directors and with prior approval of the CSO.

Section 2. Special Meetings. A special meeting, which is a meeting in addition to a regular monthly meeting, may be called (a) by the President, or (b) by the Directors acting at a duly noticed and convened meeting. The place of the special meeting shall be the same place as the place designated for the holding of regular monthly meetings, or such other place as directed by the President or Directors. Special meetings shall not be used to take the place of regularly scheduled meetings, and business conducted shall be confined to subjects such as those which require immediate attention or additional study. Business which may be conducted at the meeting shall be limited to that stated in the notice of meeting. The holding of a special meeting shall be subject to prior review and approval of the CSO.

Section 3. Notice; Waiver. The Academy Board must comply with the public notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile or email to each Director at the Director's business address or email address. Any Director may waive notice of any meeting by written statement sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. A number of Directors equal to a majority of the number of board member positions on the Academy Board as determined by resolution of the University Board, constitutes a quorum for the transaction of business at any meeting of the Board of Directors. If less than a quorum is present at a meeting which had been duly noticed and convened, then the Directors present, by action of a majority, may adjourn and provide a time and place for



reconvening the meeting, but shall have no authority to take other action. Notice of such reconvened meeting shall be given as provided by the Open Meetings Act.

Section 5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Board of Directors may vote by proxy or by way of a telephone conference.

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

Section 7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

## **ARTICLE VI**

### **COMMITTEES**

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

## **ARTICLE VII**

### **OFFICERS OF THE BOARD**

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

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual organizational 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, or until a successor is elected.

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

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

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

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

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

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine. However, no assistant shall be entitled to vote as a Director.

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

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

## **ARTICLE VIII**

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

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the 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 Ferris State University or impose any liability on Ferris State University, 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 Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Ferris State University or impose any liability on Ferris State University, its trustees, officers, employees or agents.

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

Section 4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 3 or 7 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.143 and 21.147 of the Michigan Compiled Laws.

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

Section 6. Contracts Between Corporation and Related Persons. Any contract or proposed contract between a director, officer or employee of the Academy and the Academy shall be subject to Public Act 317 of 1968, MCL 50.321, *et seq.*, which governs contracts of public servants within the public entities in which they serve. For such contracts which may be permissible under the Act, the director, officer or employee shall comply with the public disclosure requirements of Act 317.

## **ARTICLE IX**

### **INDEMNIFICATION**

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

## **ARTICLE X**

### **FISCAL YEAR**

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

## **ARTICLE XI**

### **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 of these bylaws and applicable law, and (b) the written approval of the changes or amendments by the University Board. These Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the University Board.

### CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan Public School Academy corporation in an open and public meeting, by the Academy Board on

4-18-2023  
Date

The Academy Board further certifies that these bylaws were provided to the Academy Board by the University Board and that a copy of the executed Bylaws is being presented to the University Board for approval.

Katherine A. Colony

Academy Board of Directors Secretary

APPROVED BY:

  
Designee of University Board

Dated: 6/7/23

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

## **SCHEDULE 3**

### **FISCAL AGENT AGREEMENT**

This Agreement is made and shall become effective as of the 1<sup>st</sup> day of July, 2023 by and among Ferris State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code as amended, (the "Code"), the State of Michigan (the "State") and the Board of Directors of **HURON ACADEMY** ("Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract dated July 1, 2023, 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 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:

(a) "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 is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

(b) "Agreement" means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

(c) "Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into on July 1, 2023.

(d) "Fiscal Agent" means the University Board or an officer or employee of Ferris State University as designated by the University Board.

(e) "Other Funds" means any other public or private funds which the Academy receives and for which the University Board may act as fiscal agent.



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

(g) "State" means the State of Michigan.

(h) "State Board" means State Board of Education.

(i) "State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02 Terms and Conditions Definitions. Capitalized terms not defined herein and defined in the Contract Terms and Conditions shall have the meaning given in the Contract Terms and Conditions.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01 Receipt of School Aid 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 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 of the Contract 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) 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 Board of Directors of the Academy 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 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 requests permission to direct that a portion of its 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 University Charter Schools Office:

(i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid

Payments; (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the Fiscal Agent; and (iii) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. No such State School Aid Payment Agreement and Direction document shall take effect unless receipt thereof is acknowledged by the Fiscal Agent.

### **ARTICLE III**

#### **STATE DUTIES**

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

Section 3.02 Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by 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. An Academy may expend funds from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and, subject to limitations contained in the Contract, may enter into contracts and agreements determined by the Academy as 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.

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

Section 5.02 Reports. Upon request of the Academy Board, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of June 30, a written report dated as of June 30 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 for which the University Board acted as Fiscal Agent 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 on 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 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.

In the event that the State, the State Board of Education or the Superintendent of Public Instruction provides written instructions to the Fiscal Agent, requesting that the Fiscal Agent return to the Department of Treasury any State School Aid Funds allocated to the Fiscal Agent for the Academy, the Fiscal Agent shall not be liable to the Academy for returning such funds to the State.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement between Ferris State University Board of Trustees and the Board of Directors of **HURON ACADEMY**.

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

Date: April 24, 2023

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

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is made and shall become effective as of the 1<sup>st</sup> day of July, 2023, by and between Ferris State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code as amended (the "Code"), and the Board of Directors of **HURON ACADEMY** ("Academy"), a public school academy as defined by the Code.

#### **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:

(a) "Agreement" means this Oversight Agreement executed by the University Board and the Academy.

(b) "Applicable Law" means all state and federal laws applicable to public school academies.

(c) "Compliance Certification Duties" means the Academy's duties set forth in Section 2.02.

(d) "Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into on July 1, 2023.

(e) "Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.01.

(f) "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 School Aid Act of 1979 as amended.

Section 1.02 Terms and Conditions Definitions. Capitalized terms not defined herein and defined in the Contract Terms and Conditions shall have the meaning given in the Contract Terms and Conditions.

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01 Oversight Responsibilities. The University Board as it deems necessary to fulfill its oversight responsibilities, may undertake or delegate to others, the following responsibilities:

(a) Request that Ferris State University's chief financial officer 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) Direct a designee of the University Board to conduct a review of the records or operations of the Academy to determine compliance with Applicable Law and the Contract.

(c) Attend a meeting annually of the Academy Board of Directors and a designee of the University Board not less than annually. In addition, the Academic Affairs/Student Affairs Committee of the University Board may meet with the Academy Board and its School Administrator at such additional times as shall be determined by the University Board.

(d) Institute action pursuant to the terms of the Contract to terminate, 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, the Academy's performance in meeting its targeted educational goals.

(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 Consumer and Industry Services' Office of Fire Safety, the Bureau of Construction Codes and local health departments and the Michigan Department of Labor.

(h) Determine whether the Academy has failed to abide by or meet the educational goals 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 Michigan Educational Assessment Program(s), nationally recognized achievement test or other standardized tests, or other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, goals and programs.

(k) Perform such other duties and responsibilities, in its sole discretion, which it deems necessary in order to conduct oversight of the academy's compliance with this Contract and Applicable Law.

(l) Will make available Board orientation that each new Board member must complete prior to being seated on the academy Board.

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

(a) Submit quarterly interim financial reports to the director of charter schools at Ferris State University.

(b) Permit inspection of the Academy's records and/or premises at any time by a designee of the University Board.

(c) Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the University Board, or its designee.

(d) Upon request, provide copies of information submitted to the Department of Education, the Superintendent of Instruction or the State Board to the University Board, or its designee.

(e) [Intentionally omitted.]

(f) Provide the University Board, or its designee, with a copy of the proposed annual budget for the upcoming fiscal year of the Academy as provided in the Contract.

(g) Provide minutes of all Academy Board of Directors' meetings to the University Board, or its designee, as the University Board may determine, no later than ten days after such minutes are approved.

(h) Submit within thirty (30) days to the University Board or its designee, copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming of University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

(i) Following review but prior to approval by the Academy Board, a copy of the Academy's lease or deed for its physical facilities shall be submitted to the CSO for review and comment.

(j) Submit to the University Board or its designee, copies of all fire, health and safety approvals required by law for the operation of a school.

(k) Submit to the University Board or its designee, an inspection report regarding asbestos-containing materials in the building. The Academy must develop and adopt a management plan as required.

(l) Submit annually to the CSO a description of how the Academy will provide notice of the application process and enrollment period to persons most likely to be interested in the Academy. At a minimum, these notices must (i) include some evening and weekend time for enrolling students in the Academy, (ii) set forth the date for the holding of a random selection drawing if such a drawing becomes necessary, and (iii) comply with any applicable University Board or CSO policies from time to time in effect regarding this subject.

(m) Submit to the CSO a copy of any agreement with an Educational Service Provider to provide persons to perform work at the Academy, together with a detailed description of the means by which the Educational Service Provider will be held accountable to the Academy Board for the day-to-day performance of its obligations under such agreement.

(n) If the Academy desires to (i) finance the acquisition by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge 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 Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit a written request to the CSO Director 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 paragraph, shall submit to the University Charter Schools Office: (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 University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. The CSO Director may disapprove the proposed transaction in his or her sole discretion. 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. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

(o) By June 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 CSO of any changes to the Academy Board public meeting schedule.

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 Ferris State University or others.

### **ARTICLE III**

#### **RECORDS AND REPORTS**

Section 3.01 Records. The University Board shall keep records of all Oversight Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Academy. 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 University Board.

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.01 Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of three percent (3%) of the state school aid payments (pupil foundation fee only) 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.

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.

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

## **ASSISTANT PRINCIPAL**

**Reports To:** School Leader

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Assistant School Leader, Dean of Curriculum, Director of Curriculum and Instruction, Vice Principal

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

The Assistant Principal is responsible for supporting the School Leader in developing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Assistant Principal will assist in the supervision, mentoring and evaluation of assigned Academy staff and contribute to the school improvement planning process and the determination of professional development. The Assistant Principal is responsible for daily operations at the Academy as assigned with regard to safety, compliance, achievement and student retention. In the absence of the School Leader, the Assistant Principal assumes responsibility for Academy operations. Ultimately, the Assistant Principal will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. In addition, the Assistant Principal is responsible for any and all further duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. They will share responsibility for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include participating in the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

#### *Planning & Implementation*

An effective employee in this position will act to assist the School Leader by participating in the planning, evaluation and recommendation of goals and objectives for staff. In addition, the Assistant Principal will ideally be able to provide assistance with leadership in curriculum, instruction, school improvement, school safety, student management, home-Academy relationships and professional development. The Assistant Principal is responsible for carrying out all programs within the Academy with fidelity.

### *Knowledge & Expertise*

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Assistant Principal will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. They must be aware of research on motivation and behavior for the effective management of students. The Assistant Principal must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, they will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **ATHLETIC COACH**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Assistant Coach

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Employees in this position are responsible for successful organization and planning of athletic programs. The Athletic Coach must possess knowledge in their sport. The Athletic Coach must act be able to instruct and inspire student athletes. The Athletic Coach must schedule practices, games and team meetings. The Athletic Coach should be familiar with the Academy mission and Michigan High School Athletic Association ("MHSAA") rules and regulations. In addition, the Athletic Coach is responsible for all other duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. The Athletic Coach is responsible for the supervision of all student athletes. In addition, the Athletic Coach will be responsible for the supervision of Assistant Coaches when applicable. Supervisory responsibilities include assisting in rewarding and disciplining athletes, addressing complaints and assisting in the supervision of volunteers and fundraising.

#### *Planning & Implementation*

An effective employee in this position will possess the ability to provide support and assistance with the development and implementation of the Academy's athletic program. The Athletic Coach must be able to identify areas within athletics needing improvement. In addition, the Athletic Coach must assist in organizing volunteering efforts, fundraising, athletic banquets, etc.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of the sport(s) being coached. The Athletic Coach must possess knowledge of the MHSAA rules and regulations, as well as basic first aid training.

### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

The Athletic Coach must successfully complete a concussion training course prior to beginning their assignment. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.



## **CHILDCARE ASSISTANT**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Non-Exempt

**Other Titles:** Aide, LatchKey

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Employees in this position are responsible for assisting in all aspects of the Childcare program. The Childcare Assistant will work under the supervision of the School Leader. In addition, the Childcare Assistant must maintain a safe and orderly environment for students and must account for all assigned students within the program. The Childcare Assistant is subject to all other duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. The Childcare Assistant will be responsible for the supervision of all assigned students in the Childcare program.

#### *Planning & Implementation*

An effective employee in this position will provide effective childcare within a designated program. In addition, the Childcare Assistant will assist with instruction for students involved in the program.

#### *Knowledge & Expertise*

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Childcare Assistant must be able to account for multiple students at once.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

The Childcare Assistant must be at least 18 years of age and have successfully completed CPR and First Aid Training. In addition, the Childcare Assistant must meet any additional licensing standards as established by the Michigan Bureau of Community and Health Systems. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **CUSTODIAN**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Non-Exempt

**Other Titles:** Maintenance

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

An employee in this position is responsible for all assigned custodial duties, including the cleanliness, maintenance and safety of all assigned Academy buildings, equipment and grounds. Employees in this position will perform routine cleaning and minor repairs. The Custodian is responsible for creating and maintaining a cleaning schedule. In addition, the Custodian is responsible for all further duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply supervision assistance when applicable. At times, the Custodian may be responsible for assisting with the supervision of students.

#### *Planning & Implementation*

An effective employee in this position will possess the ability to provide reliable input in order to develop and maintain an efficient cleaning schedule for the Academy. In addition, the Custodian must be able to carry out the schedule routinely.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of cleaning and maintenance of buildings, grounds and equipment. The Custodian must possess knowledge of cleaning tools, chemicals and procedures. The Custodian must also be able to operate cleaning equipment safely.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

The Custodian must complete hazardous materials training prior to beginning their assignment. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 75 pounds (when applicable, a back-belt should be worn when lifting heavy objects).
- Stand or walk for the majority of a day.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Withstand exposure to cleaning chemicals on a routine basis.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **DEPARTMENT DIRECTOR**

**Reports To:** School Leader

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Athletic Director, Child Care Director, Food Service Director, Summer School Program Director, Latchkey Site Director, Special Education Director, Special Education Supervisor, Special Education Coordinator, Director of Teacher Support Team ("TST"), Transportation Director, Health Coordinator, Information Technology ("IT"), Network Coordinator, Facilities Supervisor, Lead Custodian, Title I Compliance Coordinator, Admissions Director, Enrollment Director, Lead Paraprofessional, Leadership Team Member, School Start Up Project Manager, Dean of Administrative Services, Director of TST and Administrative Services, Dean of Students, Academic Coach, Director of School Learning, Behavior Intervention Specialist, Director of Compliance, Director of Student Development, Behavioral/Instructional Coach, Student Advocate, Dean of Teaching and Student Learning, Dean of Academic and Student Services, Director of Development & Marketing, Development/Special projects Coordinator, Director of Operations, Trauma Service Coordinator

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Department Director may be responsible for the functions of their specific department. The Department Director may supervise department staff. The Department Director is responsible for maintenance of the department specific records. The Department Director is responsible for scheduling, reporting and communicating with parents, students and staff as it pertains to their department. In addition, the Department Director is responsible for any and all duties as assigned.

### **Qualifications**

#### ***Supervision***

Individuals in this position must be able to apply effective supervision methods. The Department Director is responsible for assisting in the supervision of assigned staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of employees.

### *Planning & Implementation*

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all functions within the department. In addition, an individual in this position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of all department functions. The Department Director must be able to manage all aspects of the department. The Department Director must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

The Child Care Director must meet all applicable qualifications established by the Michigan Bureau of Community and Health Systems.

The Transportation Director must meet all State of Michigan requirements for Bus Drivers. In addition, a Transportation Director must be at least 18 years of age, have less than six points on their driver's license and possess a chauffeur license.

The Special Education Director must possess a bachelor's degree and meet all requirements for Special Education Supervisor approval from the Intermediate School District ("ISD"). To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet the following: All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

The Food Service Director must be ServSafe certified or hold a Food Handler's Certificate.

The Lead Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours), **or**
- Obtain an associate's degree (or higher), **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
  - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

Any position that is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official is required to meet the following: All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

#### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds (75 pounds for a Facilities Supervisor).
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **FOOD SERVICE EMPLOYEE**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Non-Exempt

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Food Service Employees are responsible for all phases of food preparation. Food Service Employees must be able to maintain a safe, clean and orderly working environment. In addition, Food Service Employees are responsible for all other duties as assigned.

### **Qualifications**

#### *Supervision, Planning & Implementation*

The Food Service Employee must possess supervisory skills necessary for the supervision of students during the lunch period. An effective Food Service Employee will follow protocol set by the United States Department of Agriculture.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of rules and regulations provided by the Food and Drug Administration for food preparation. The Food Service Employee must possess the ability to maintain a clean and orderly working environment. In addition, a Food Service Employee must possess food preparation knowledge.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

#### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.



\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 50 pounds.
- Stand, walk, reach, lift, push, pull, talk or hear frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **GUIDANCE COUNSELOR**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Career Coordinator

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

The successful Guidance Counselor provides support for students across a variety of areas, including behavior, career guidance and college preparation. The Guidance Counselor provides confidentiality for students and parents. In addition, the successful Guidance Counselor aligns student interests with post-secondary opportunities and will work to reinforce positive student behavior. The Guidance Counselor is responsible for all other duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. When necessary, the Guidance Counselor may be required to supervise students or facilitate meetings.

#### *Planning & Implementation*

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Guidance Counselor must possess exceptional planning and organization skills. The Guidance Counselor should implement programs that will expose students to opportunities beyond the classroom and after graduation.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone, and actively respond to inquiries from resources within the community. The Guidance Counselor must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Guidance Counselor must possess the ability to implement programs that promote advanced learning. The Guidance Counselor should possess expertise in behavioral intervention and positive reinforcement techniques.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position

will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

#### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

#### **Education & Experience**

The Guidance Counselor must meet the certification requirements for school counselors established by the Michigan Department of Education. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

#### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **NON-CERTIFIED ADMINISTRATIVE STAFF**

**Reports To:** School Leader and/or Department Director and/or Office Manager

**Employed By:** Partner Solutions

**FLSA Status:** Non-Exempt

**Other Titles:** Assistant Office Manager, Administrative Assistant, Technology Assistant, Student Services Coordinator, Administrative Intern, Secretary, Receptionist, Truancy Officer, Homeless Liaison, Short Watch, Supervisor of Information Management and Compliance Reporting, Coordinator of Compliance Data & Data Management, Academy Liaison Officer, Office Assistant, Pupil Accounting

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Non-Certified Administrative Staff are responsible for assisting with all office operations. Employees in this position will be the face of the Academy and the main point of contact for all Academy visitors. Non-Certified Administrative Staff will be responsible for all communication with parents, assisting with reporting and documentation and all other duties as assigned.

### **Qualifications**

#### *Planning & Implementation*

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, this position is responsible for developing and maintaining schedules for students, staff and office personnel.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone. An employee in this position must be able to assist in file maintenance, student medication tracking, answering phones and communicating with students, parents and staff. In addition, an employee in this position is responsible for directing and assisting individuals in the office, including students and parents.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the code of conduct as outlined in the Employee Handbook.

### **Education & Experience**

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **OFFICE MANAGER**

**Reports To:** School Leader

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Business Manager, Executive Assistant

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Office Manager will be the point of contact for all individuals visiting the Academy. The Office Manager will supervise assigned office staff. The Office Manager is responsible for maintenance of Academy financial records. The Office Manager is responsible for scheduling, reporting and communicating with parents, students and staff. In addition, the Office Manager is responsible for any and all duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. The Office Manager will be responsible for assisting in the supervision of assigned office staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of all employees.

#### *Planning & Implementation*

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, an individual in this position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of all office functions. The Office Manager must be able to manage the Academy office and its business aspects. The Office Manager must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **PARAPROFESSIONAL**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Non-Exempt

**Other Titles:** Teacher Assistant, Special Education Assistant, TST Assistant, Title I Paraprofessional, English Learners Coordinator, Online Facilitator Paraprofessional, School Testing Coordinator, Paraprofessional Student Coach, Support Teacher

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Paraprofessionals provide instructional assistance under the supervision of classroom Teacher(s) or other instructional leaders as assigned. Paraprofessionals assist in the preparation and delivery of unit plans and provide individual and small group instruction. High quality Paraprofessionals attend staff professional development and conscientiously apply the strategies and research studied there. Paraprofessionals actively work to understand and support student assessment, particularly for those students who require interventions. Paraprofessionals are responsible for maintaining logs and for understanding the scope of services provided according to grant funding regulations and guidelines (if applicable). In addition, the Paraprofessional is responsible for any and all further duties as assigned.

Title I Paraprofessionals provide supplementary instructional assistance to students who have been identified to receive additional academic support under the Title I program. This position should be viewed as vital to the school improvement plan implementation and student achievement and ensures that students who need the most help receive instruction support from qualified Paraprofessionals. Title I Paraprofessionals are responsible for completing semi-annual certifications or personnel activity reports as required.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. The Paraprofessional will be responsible for assisting with the supervision of students.

#### *Planning & Implementation*

An effective employee in this position will provide effective instructional assistance within a designated program. In addition, the Paraprofessional must be able to plan and implement a



strategy, under the supervision of the assigned instructional leader, for improving student success based on each individual student's needs.

#### *Knowledge & Expertise*

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Paraprofessional must be able to account for multiple students at once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

#### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

#### **Education & Experience**

The Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); **or**
- Obtain an associate's degree (or higher); **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
  - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

#### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.

- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Assist/lift students if necessary.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **SCHOOL LEADER**

**Reports To:** Partner Solutions

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Principal, Director, Executive Director, Chief Academic Officer

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

The School Leader is responsible for communicating the mission and purpose of the Academy to all stakeholders. An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The School Leader will select, supervise, mentor and evaluate assigned Academy staff and determine required professional development. If also acting as the instructional leader, the School Leader will interpret data and implement instructional and procedural strategies that reflect high expectations for students and staff. The School Leader is responsible for daily operations at the Academy with regard to safety, compliance and living within the approved Academy budget. Ultimately, the School Leader will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. The School Leader is also responsible to report to the board, regarding the management and performance of the Academy. In addition, the School Leader is responsible for any and all duties as assigned.

### **Qualifications**

#### ***Supervision***

Individuals in this position must be able to apply effective supervision methods. The School Leader is responsible for the supervision of all assigned employees, and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process, developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

#### ***Planning & Implementation***

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the School Leader must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

### *Knowledge & Expertise*

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The School Leader will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The School Leader must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents including budget, compliance, student records and any other supplemental documents.

### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and other administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **SPECIAL EDUCATION PERSONNEL**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions, or contracted

**FLSA Status:** Exempt

**Other Titles:** School Social Worker, Occupational Therapist, Physical Therapist, Certified Occupational Therapist Assistant, School Psychologist, Speech-Language Therapist, School Counselor

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

The successful Special Education Personnel employee provides support for students across a variety of areas, including behavior, rehabilitation, counseling and therapy. The Special Education Personnel employee provides confidentiality for students and parents. In addition, the successful Special Education Personnel employee will work as a consultant to parents, teachers and administration in regard to learning styles and behavior modification techniques. The Special Education Personnel employee will work to reinforce positive student behavior, counsel students as necessary and promote maximum student achievement, especially for disabled students. In addition, the Special Education Personnel employee is responsible for all other duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. When necessary, the Special Education Personnel employee may be required to supervise students or facilitate meetings.

#### *Planning & Implementation*

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Special Education Personnel employee must possess exceptional planning and organization skills, as well as a high level of confidentiality. The Special Education Personnel employee should assist in the planning and implementation of student development.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of behavior modification techniques, rehabilitation, learning styles, behavior analysis, child development and data analysis. The Special Education Personnel employee must also be able to manage a variety of documents while

maintaining legality and confidentiality. In addition, the Special Education Personnel employee must possess the ability to implement programs that promote advanced learning and development at the individual level. The Special Education Personnel employee should possess expertise in behavioral intervention, rehabilitative programs and reinforcement techniques. In addition, the Special Education Personnel employee should have knowledge in the assigned areas of psychology, counseling, education, training, child development or therapy.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

#### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

#### **Education & Experience**

- A School Social Worker must possess a master's degree in social work. In addition, A School Social Worker must have a Limited Master Social Worker ("LMSW") License or Master Social Worker ("MSW") License. If in possession of a LMSW License, the School Social Worker must pass a comprehensive exam within six years to obtain a MSW License. If applicable, approval via the Office of Special Education Services may be required. Meet all requirements established by the Michigan Department of Education for School Social Workers.
- A School Psychologist must possess a valid Michigan School Psychologist Certificate or a Preliminary School Psychologist Certificate.
- An Occupational Therapist must possess a valid Michigan Occupational Therapist License.
- A Physical Therapist must possess a Doctorate of Physical Therapy ("DPT") degree. In addition, a Physical Therapist must successfully complete the national physical therapy licensure examination. Must possess valid Michigan Physical Therapist License.
- A Speech-Language Pathologist must possess a master's degree in speech-language pathology from an accredited institution. In addition, a Speech-Language Pathologist must possess a Certificate of Clinical Competency from the American Speech-Language-Hearing Association. Must possess a Speech Language Pathologist Therapist License.
- A School Counselor must possess a valid Temporary School Counselor License (TSCL), Preliminary School Counselor Credential (PSCC), Michigan Teaching Certificate with the School Counselor (NT) endorsement, or School Counselor License (SCL).

**Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects or individuals weighing up to 75 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

## **TEACHER**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Resource Room Teacher, Special Education Teacher, Lead Teacher, Intervention Teacher, Online Facilitator Teacher, Substitute Teacher, MTSS Coordinator, Success Coach and all other subject or grade level teachers

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Teachers are members of a professional community, where they work collaboratively to promote high expectations and academic growth. Teachers are dedicated to the mission of the Academy by participating in professional development and applying it to their classrooms. Exceptional Teachers demonstrate a solution-oriented approach to challenges, are reflective and work to understand and use best practices to continuously improve instruction and increase student achievement. Teachers are responsible for implementing the Academy curriculum, participating in its revision, developing assessments and monitoring student progress and for maintaining positive home-Academy relationships.

Special Education Teachers are responsible for promoting a positive learning environment for students with disabilities. Special Education Teachers must modify instructional techniques in order to enhance learning for all students. In addition, Special Education Teachers are responsible for collaboration, participation in professional development and continuous improvement of instructional practices. Special Education Teachers are responsible for tracking the progress of students with disabilities and communicating progress with parents.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. Teachers will be responsible for the supervision of students. Supervisory responsibilities include establishing respectful routines and procedures that maximize learning by establishing a safe and orderly environment and overseeing all classroom activities. Teachers may also participate as supervisors in Teacher led school improvement activities.

#### *Planning & Implementation*



An effective employee in this position will assist in the creation of an instructional plan based on student needs in coordination with the published education program. In addition, the Teacher must implement instructional strategies as expected and described by administration and leadership. The Teacher is responsible for researching and employing instructional methods and carrying out practices required for student success.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of curriculum development and metrics for evaluation. The Teacher must be an expert in instructional implementation and be committed to a reflective, solutions-oriented approach to continuous school improvement. Excellent Teachers understand and expect to be exemplars of life-long learning. The Teacher must possess a high level of knowledge and expertise in their specific subject matter. The Teacher must execute a variety of instructional techniques.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. Teachers possess the intellectual capacity and agency to affect student achievement and positive Academy change. In addition, the Teacher will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

#### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

#### **Education & Experience**

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- The Physical Education Teacher must complete concussion training prior to beginning their assignment.
- The Science Teacher must complete Hazardous Materials Training prior to beginning their assignment.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

#### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Assist/lift students, as necessary.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

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

## **SCHEDULE 6**

### **PHYSICAL FACILITIES ACKNOWLEDGEMENT**

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) and (g), 380.512(3)(j) and 380.513(6)(d) and (g).
2. Description and Address of Academy:

Description: Academy has Two Locations

The Academy's first facility is 16,072 square feet and is of single-story modular construction which contains 17 classrooms, administrative offices, conference room, multi-purpose room and warming kitchen. The facility is nicely finished with a brick exterior. The facility has been approved for occupancy by the Office of Fire Safety and meets ADA requirements.

Address: 11401 Metro Parkway  
Sterling Heights MI 48312

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The Academy's second facility is 32,462 square feet and is of single-story construction which contains 21 classrooms, administrative offices, 2 conference rooms, media center, gymnasium and kitchen. The facility is nicely finished with a brick exterior. The facility has been approved for occupancy by the Office of Fire Safety and meets ADA requirements.

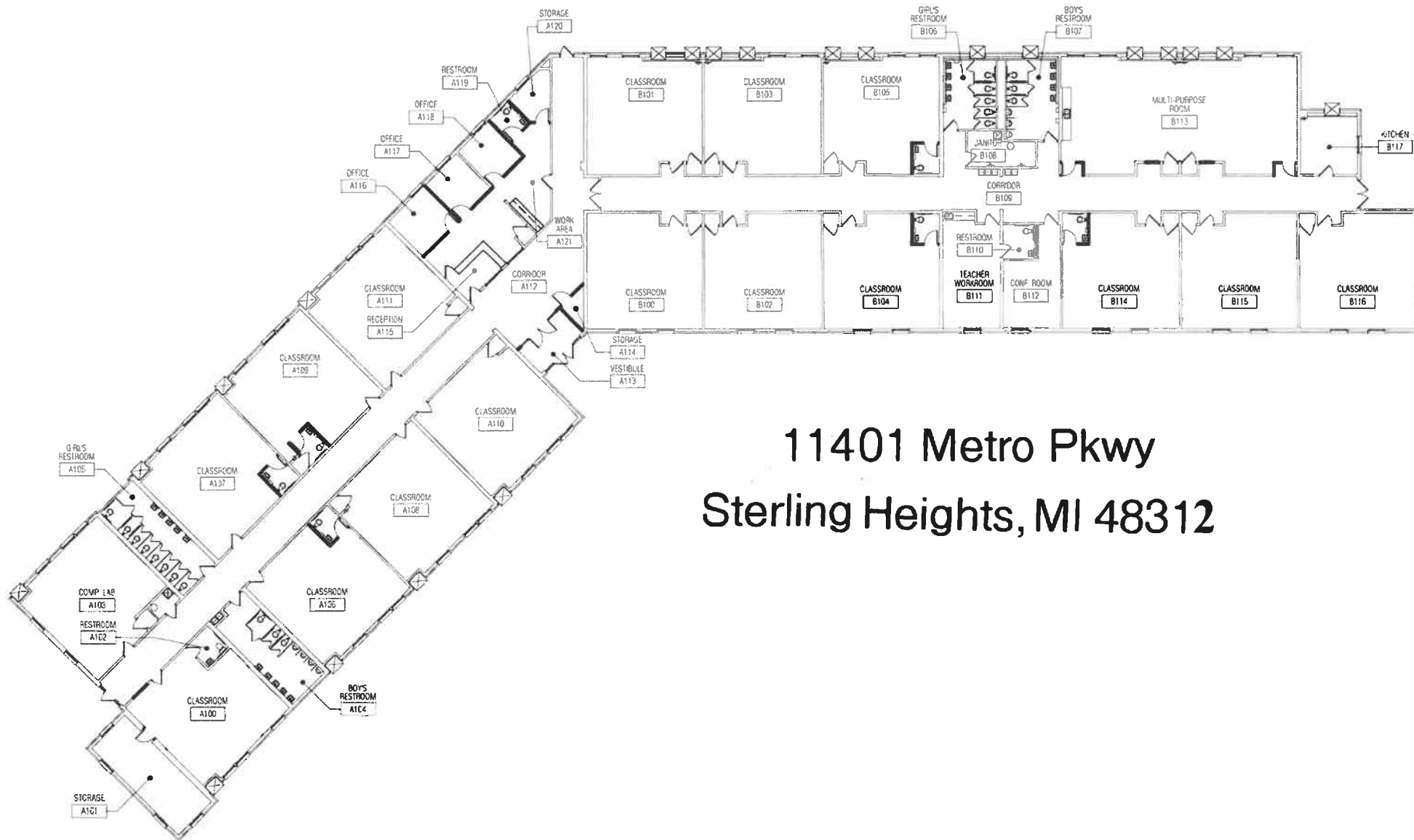
Address: 36301 Utica Road  
Clinton Township MI 48035

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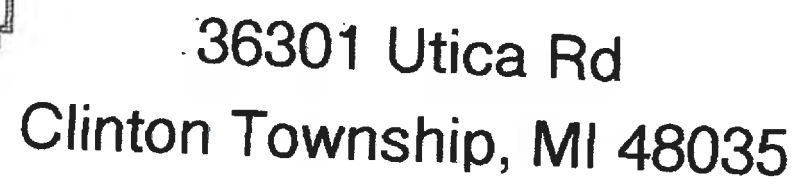
Name of Local School District: Utica Community Schools  
Name of Intermediate School District: Macomb Intermediate School District

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Grades PK – 2 will be moved to the 36301 Utica Road, Clinton Township, MI 48035 location. Classes will continue to be held at the Sterling Heights location through the 2024-2025 academic year.



11401 Metro Pkwy  
Sterling Heights, MI 48312



36301 Utica Rd

Clinton Township, MI 48035

**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 Parts 6A of the Michigan School Code. Every public school academy contract shall include the information contained in this Schedule 7.

Section a. Governance Structure of Public School Academy. The governance structure of the Academy is set forth in Schedule 2 and is outlined in "Section a" of this Schedule.

Section b. Educational Goals and Programs. The educational goals and programs of the Academy are set forth in "Section b" of this Schedule. These educational goals and programs fulfill at least one of the purposes set forth in the Code.

Section c. Curriculum. The curriculum of the Academy is set forth in "Section c" of this Schedule. The curriculum, together with the educational goals and programs, fulfills at least one of the purposes set forth in the Code.

Section d. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in "Section d" of this Schedule.

Section e. Admission Policy and Criteria. The admission policy and criteria of the Academy are set forth in "Section e" of this Schedule.

Section f. Public Notice of Enrollment Procedures. The public notice of enrollment procedures is set forth in "Section f" of this Schedule.

Section g. School Calendar and School Day Schedule. The school calendar and school day schedule of the Academy are set forth in "Section g" of this Schedule.

Section h. Age or Grade Range of Pupils to Be Enrolled. The age or grade range of pupils to be enrolled by the Academy is set forth in "Section h" of this Schedule.



**SECTION a**

**GOVERNANCE STRUCTURE OF PUBLIC SCHOOL ACADEMY**

## GOVERNANCE STRUCTURE

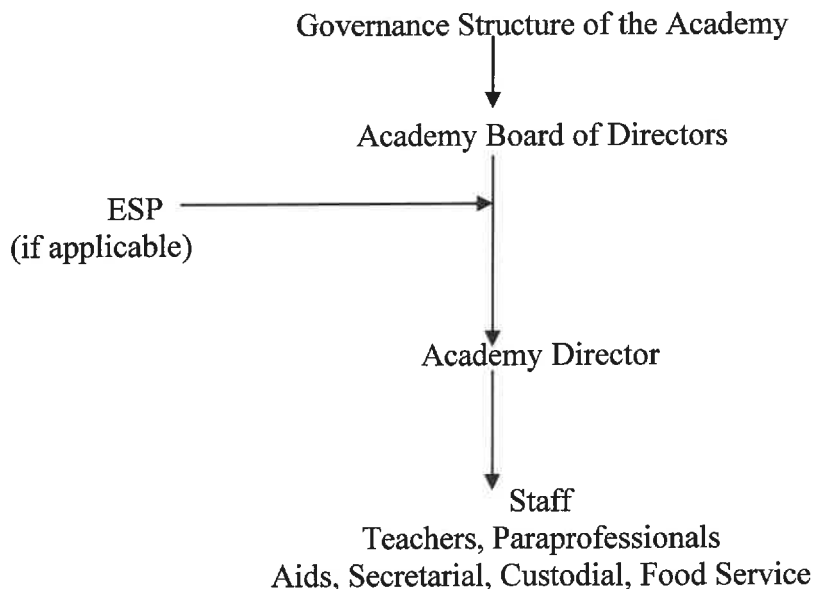
The University Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and applicable law.

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 and other matters pertaining to members of the Academy Board shall comply with the Resolution adopted by the University Board.

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.

After the issuance of this Contract, the Academy Board may contract with an Educational Service Provider (ESP) to implement the Academy's educational programs as set forth in Schedule 7c of this Contract. If the Academy Board retains an ESP, that ESP will be responsible for the performance of the Academy and will be accountable to the Academy Board. An ESP must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The day-to-day operation of the Academy will be the responsibility of the Academy Director (School Leader, Chief Academic Officer, Principal, Superintendent, etc.) who will have the authority to operate the school and supervise the staff. The ESP shall report directly to the Academy Board.



**SECTION b**

**EDUCATIONAL GOAL POLICIES**

# FERRIS STATE UNIVERSITY

FERRIS FORWARD

## Charter Schools Office Policy

Adopted: 2010

Revised: 2021

### CONTRACTUAL EDUCATIONAL GOALS AND RELATED MEASURES

**Ferris State University monitors demonstrated improved pupil academic achievement for all groups of pupils as required by the Revised School Code.**

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), this contractual Educational Goals Policy has been prepared by the Ferris State University Charter Schools Office (CSO). It now becomes part of the Contract and will go into effect thirty (30) days after Academy Board notification, as stated in these new Terms and Conditions of the Contract for all academies being authorized or reauthorized pursuant to Contracts issued by the University Board. Failure by the Academy Board to comply with this policy may result in the non-issuance of a Contract, or for existing academies, the initiation of suspension, termination or revocation proceedings under the Contract, and will be taken into consideration when determining reauthorization of an academy upon expiration of the contract.

#### **A. EDUCATIONAL GOALS AND RELATED MEASURES**

In accordance with the applicable law and the charter contract Terms and Conditions, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goals identified in this policy. Additionally, it is expected that the Academy will meet the State of Michigan's academic standards and any improvement targets required to be achieved pursuant to state and federal law. The Academy is also expected to remain off the Partnership School list published by the Michigan Department of Education. If the Academy already has school buildings identified on this list, it is expected to make the progress necessary to no longer be identified.

#### **B. EDUCATIONAL GOALS TO BE ACHIEVED**

Academies will show academic progress by demonstrating:

1. Measurable academic growth toward achievement, and
2. Academic achievement for all groups of students.

## **C. TARGETS FOR DETERMINING GOAL ACHIEVEMENT**

### **Goal 1: Academic Growth (Grades 2-8)**

Academies are expected to score within the "Meets" category on at least one Target (in both math and reading) in order to achieve their Contractual Educational Goals.\*

Academic Growth Targets (Grades 2-8)		
Is the school meeting state designation expectations as set forth by state and federal accountability systems (growth)?		
Target	Measure	Metric
50 on the index	Growth values as indicated by the School Index.	Exceeds: $\geq 70$ Meets: $\geq 50$ but $< 70$ Approaching: $\geq 30$ but $< 50$ Does Not Meet: $< 30$
Are students making expected annual growth compared to their peers?		
Target	Measure	Metric
50th Percentile	The fall to spring average of all NWEA MAP "School Conditional Growth Percentiles" in reading and math.	Exceeds: $\geq 70$ th Percentile Meets: $\geq 50$ th but $< 70$ th Percentile Approaching: $\geq 30$ th but $< 50$ th Percentile Does Not Meet: $< 30$ th Percentile
Are students making sufficient yearly academic growth to increase proficiency?		
Target	Measure	Metric
The difference will be at least +3%	Percentage of students proficient on the ELA and Math M-STEP/PSAT-8 over time. (Current Year-Average(Prior Year 1 + Prior Year 2)).	Exceeds: $\geq 6\%$ Meets: $\geq 3\%$ but $< 6\%$ Approaching: $\geq 1\%$ but $< 3\%$ Does Not Meet: $< 1\%$

\*The FSU CSO will produce a scorecard outlining how the academy performed on each of the *Targets* outlined above. The scorecard will be presented to academy boards annually.

## Goal 2: Student Achievement (Grades 2-8)

Academies are expected to score within the "Meets" category on at least one Target (in both math and reading) in order to achieve their Contractual Educational Goals.\*

Student Achievement Targets (Grades 2-8)		
Is the school meeting state designation expectations as set forth by state and federal accountability systems (overall)?		
Target	Measure	Metric
45 on the index	Overall values as indicated by the School Index.	Exceeds: $\geq 70$ Meets: $\geq 45$ but $< 70$ Approaching: $\geq 30$ but $< 45$ Does Not Meet: $< 30$
Are students achieving proficiency on a nationally normed assessment?		
Target	Measure	Metric
50%	The percent of students meeting grade level norms on the reading and math NWEA MAP.	Exceeds: $\geq 70\%$ Meets: $\geq 50\%$ but $< 70\%$ Approaching: $\geq 30\%$ but $< 50\%$ Does Not Meet: $< 30\%$
Are students performing well on state examinations in comparison to students in schools they might otherwise attend		
Target	Measure	Metric
The difference will be at least +3%	The average percent proficient in ELA & math on the M-STEP/PSAT-8 compared to the composite district (Academy Average-Composite Average).	Exceeds: $\geq 10\%$ Meets: $\geq 3\%$ but $< 10\%$ Approaching: $< 3\%$ but $> 0\%$ Does Not Meet: $\leq 0$

\*The FSU CSO will produce a scorecard outlining how the academy performed on each of the *Targets* outlined above. The scorecard will be presented to academy boards annually.

## Goal 1 & 2: Academic Growth & Student Achievement (High School)

Academies are expected to score within the “Meets” category on at least one Target (in both math and evidence-based reading & writing) in order to achieve their Contractual Educational Goals.\*

Academic Growth and Achievement Targets (High School)		
Are students making sufficient academic growth to achieve proficiency?		
Target	Measure	Metric
The difference will be at least +3%	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the SAT (11th grade) over time (Current Year-Average (Prior Year 1 + Prior Year 2)).	Exceeds: $\geq 6\%$ Meets: $\geq 3\%$ but $< 6\%$ Approaching: $\geq 1\%$ but $< 3\%$ Does Not Meet: $< 1\%$
Are students performing well on state examinations in comparison to students in schools they might otherwise attend (composite)?		
Target	Measure	Metric
The difference will be at least +3%	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the SAT (11th grade) will surpass the school's composite district percentage.	Exceeds: $\geq 10\%$ Meets: $\geq 3\%$ but $< 10\%$ Approaching: $< 3\%$ but $> 0\%$ Does Not Meet: $\leq 0$
Are students performing well on state examinations in relation to a benchmark standard?		
Target	Measure	Metric
Math: 40%	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (9th & 10th grade) and SAT (11th grade) will be 40% in math and 50% in evidence-based reading and writing (EBRW).	Math: Exceeds: $\geq 50\%$ Meets: $\geq 40\%$ but $< 50\%$ Approaching: $\geq 30\%$ but $< 40\%$ Does Not Meet: $< 30\%$
EBRW: 50%		EBRW: Exceeds: $\geq 60\%$ Meets: $\geq 50\%$ but $< 60\%$ Approaching: $\geq 30\%$ but $< 50\%$ Does Not Meet: $< 30\%$

\*The FSU CSO will produce a scorecard outlining how the academy performed on each of the *Targets* outlined above. The scorecard will be presented to academy boards annually.

### **Bottom-Line Targets**

Improvement in academic growth and student achievement, as measured by state and nationally normed assessments, is the most important factor in determining an Academy's progress. However, the Ferris State University CSO may also consider *Bottom-Line Targets* as an alternative measure to monitor progress.

If an Academy fails to meet the specified number of target measures for each goal, they will need to identify *Bottom-Line Targets* to show academic growth and student achievement through alternative measures. These alternative measures should be created as interim benchmarks that will ultimately lead to compliance with the Contractual Educational Goals. *Bottom-Line Targets* are measures that must be achieved within the timeframe of the Charter Contract, or sooner if applicable, in order to be recommended to the Ferris State University Board of Trustees for contract reauthorization.

Any academy required to identify *Bottom-Line Targets* will work collaboratively with the CSO to develop an Academic Monitoring Plan. The Academic Monitoring Plan will include at least (2) *Bottom-Line Targets* that will be identified and measured using a predetermined list of research-based, CSO-approved metrics. By meeting the *Bottom-Line Targets*, an academy will meet the minimum requirements of this policy.

### **Strict Discipline and Alternative Education Academies**

Academies designated as Strict Discipline Academies or Alternative Education Academies, as per the Michigan School Code, may be exempted from certain parts of these requirements due to their unique nature. In all cases, specific educational measures, targets and metrics will be mutually developed and agreed upon by the Academy and FSU CSO and shall be attached to the contract.

### **New Academies**

For the first three years of operation, new academies will be expected to increase growth towards achievement. Goal #1 will be used for all new K-8 schools. The first target in the high school table will be used for all new schools serving 9<sup>th</sup>-12<sup>th</sup> grade students.



**SECTION c**  
**CURRICULUM**

## **CURRICULUM**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall implement, deliver and support the curriculum as identified in Schedule 7, Section c.

Huron Academy provides the basic level of technology and internet access required by the State Board to complete the learning experience. Students complete at least one learning experience that is presented online. The Academy is not a cyber-school.

A complete description of the curriculum is on file at the Academy and at Ferris State University Charter Schools Office.

# HIGHSCOPE<sup>®</sup>

## Preschool Curriculum

### A comprehensive approach to hands-on learning

The HighScope Preschool Curriculum is based on the principles of active learning and positive interactions with adults and peers. Longitudinal studies show that the HighScope Preschool Curriculum promotes children's development and provides lasting benefits into adulthood.

### Active Learning

Play is at the heart of the active learning curriculum. Children engage in active learning when they construct knowledge through interactions with materials, people, events, and ideas. Nurturing adults help children explore, make decisions, and get excited about learning.

The Key Developmental Indicators (KDIs) define the important knowledge and skills children gain in eight content areas: Approaches to Learning; Social and Emotional Development; Physical Development and Health; Language, Literacy, and Communication; Mathematics; Creative Arts; Science and Technology; and Social Studies.



#### Adult-Child Interactions

Teachers act as partners with children, scaffolding children's learning and using a six-step approach to conflict resolution that allows children to express emotions safely, come up with solutions, and become confident and capable problem solvers.



#### Daily Routine

HighScope classrooms follow a consistent yet flexible daily routine that includes HighScope's unique plan-do-review sequence, in which children plan their own activities, carry them out, and reflect on what they did and learned. Through this purposeful behavior, children acquire executive functioning, which includes memory, problem solving, and self-regulation.



#### Learning Environment

To create a predictable and active learning environment, teachers arrange and equip the classroom with diverse, open-ended materials that reflect children's home cultures and languages. The room is organized and labeled so children learn important concepts while they independently carry out their intentions.



#### Child and Program Assessment

Program practices and accountability are enhanced by HighScope's child and program assessment tools. COR Advantage is a validated observation measure that lets teachers record objective child anecdotes throughout the day, use these notes to make daily plans, and share information with families to extend children's learning at home. The Program Quality Assessment (PQA), is used to document and improve classroom teaching practices, relationships with families, staff professional learning, and administrative practices.

## Family Engagement

HighScope works with families as partners to support children's learning. Whether it's through parent meetings, learning activities to do at home, or using the Family Network, our online parent portal which shares regular information about the child's activities at school, HighScope has the tools to help you build strong connections with your families.

## Professional Learning

HighScope offers a comprehensive system of professional learning. Its flexible in-person and online training options — ranging from one-day to multi-week courses — are suitable for teachers, teacher-trainers, and administrators.

## Diversity

The HighScope Preschool Curriculum accommodates children from diverse backgrounds, including those with special needs and English language learners. It is aligned with Common Core, state early learning standards, and Head Start. It is used nationally and internationally in a wide variety of programs such as family child care, child care centers, Head Start, and state-funded preschools.



"Even after 20 years of using the HighScope Curriculum, I continue to be amazed and delighted by how effectively it integrates all aspects of child development."

— Adrian J., Preschool Teacher, Alaska



Additional information about the HighScope Preschool Curriculum can be found at [highscope.org/preschool](http://highscope.org/preschool).

HighScope's COR advantage is a comprehensive system of professional learning that supports teachers in their role as facilitators of children's learning. It includes a variety of training options, from one-day workshops to multi-week courses, all designed to help teachers build strong connections with their students and families. The COR advantage is the key to HighScope's success in providing high-quality early childhood education.

**COR**  
advantage

# HIGHSCOPE. Preschool Curriculum Content

## A Framework for Understanding and Supporting Children's Learning

The Key Developmental Indicators (KDIs) form the curriculum content for children ages three to five years. All together they define the knowledge children are acquiring as they interact with materials, people, ideas, and events.

### A. Approaches to Learning

- |               |                    |                     |
|---------------|--------------------|---------------------|
| 1. Initiative | 3. Engagement      | 5. Use of resources |
| 2. Planning   | 4. Problem solving | 6. Reflection       |

### B. Social and Emotional Development

- |                        |                            |                         |
|------------------------|----------------------------|-------------------------|
| 7. Self-identity       | 10. Empathy                | 13. Cooperative play    |
| 8. Sense of competence | 11. Community              | 14. Moral development   |
| 9. Emotions            | 12. Building relationships | 15. Conflict resolution |

### C. Physical Development and Health

- |                        |                    |                      |
|------------------------|--------------------|----------------------|
| 16. Gross-motor skills | 18. Body awareness | 20. Healthy behavior |
| 17. Fine-motor skills  | 19. Personal care  |                      |

### D. Language, Literacy, and Communication\*

- |                            |                          |  |
|----------------------------|--------------------------|--|
| 21. Comprehension          | 25. Alphabetic knowledge | 29. Writing                                      |
| 22. Speaking               | 26. Reading              | 30. English language learning<br>(if applicable) |
| 23. Vocabulary             | 27. Concepts about print |  |
| 24. Phonological awareness | 28. Book knowledge       |  |

### E. Mathematics

- |                              |                       |                   |
|------------------------------|-----------------------|-------------------|
| 31. Number words and symbols | 34. Shapes            | 38. Patterns      |
| 32. Counting                 | 35. Spatial awareness | 39. Data analysis |
| 33. Part-whole relationships | 36. Measuring         |                   |
|                              | 37. Unit              |                   |

### F. Creative Arts

- |           |                  |                           |
|-----------|------------------|---------------------------|
| 40. Art   | 42. Movement     | 44. Appreciating the arts |
| 41. Music | 43. Pretend play |                           |

### G. Science and Technology

- |                   |                         |                                |
|-------------------|-------------------------|--------------------------------|
| 45. Observing     | 48. Predicting          | 51. Natural and physical world |
| 46. Classifying   | 49. Drawing conclusions | 52. Tools and technology       |
| 47. Experimenting | 50. Communicating ideas |                                |

### H. Social Studies

- |                     |                     |             |
|---------------------|---------------------|-------------|
| 53. Diversity       | 55. Decision making | 57. History |
| 54. Community roles | 56. Geography       | 58. Ecology |

\*Language, Literacy, and Communication KDIs 21–29 may be used for the child's home language(s) as well as English. KDI 30 refers specifically to English language learning.

Follow the linked catalog number to place an order online.  
Or call 800.40.PRESS



HighScope Preschool Curriculum Materials*	Price	Catalog Number	Notes/Recommendations
<b>HighScope Preschool Curriculum Set</b> This new set of nine books is a comprehensive curriculum resource that helps teachers, administrators, and early education students build effective programs around young children's active learning. Written in practical terms, it presents the latest research information on how young children develop and learn, updated curriculum content in eight key areas, and intentional teaching strategies for child development programs.	\$189.95	P1415SET	Manual required for implementation of the HighScope Preschool Curriculum
<b>Essentials of Active Learning</b> This practical guide presents a comprehensive and user-friendly introduction to the HighScope Preschool Curriculum, covering early childhood theory and research, teaching practices, curriculum content, and professional development. The book's appealing format offers examples, checklists, photos, child and teacher anecdotes, and thoughtful questions and hands-on exercises to help both experienced and new teachers reflect on their beliefs and practices.	\$30.00	P1423	Recommended for every teacher/ Fundamental Resource
<b>The Intentional Teacher: Choosing the Best Strategies for Young Children's Learning (Rev. ed.)</b> How do preschoolers learn and develop? What are the best ways to support learning in the early years? This revised edition of <i>The Intentional Teacher</i> guides teachers to balance both child-guided and adult-guided learning experiences that respond to children's interests and focus on what they need to learn to be successful in school and life. Intentional teaching does not happen by chance. This book will help teachers apply their knowledge of children and of content to make thoughtful, intentional use of both child-guided and adult-guided experiences. Co-published with NAEYC.	\$30.00	P1426	Fundamental Resource
<b>Lesson Plans for the First 30 Days</b> This appealing guide puts 30 days of ready-to-use HighScope lesson plans right at your fingertips! For teachers new to HighScope, there are six weeks of user-friendly plans that build on children's developing skills and model the HighScope active participatory learning approach. Teachers experienced with HighScope will find the book a ready source of new ideas.	\$34.95	P1418	Fundamental Resource
<b>Numbers Plus Preschool Mathematics Curriculum</b> The Numbers Plus Preschool Mathematics Curriculum is a comprehensive set of detailed plans for small- and large-group early childhood mathematics activities, with ideas for extending learning throughout the program day. What's special about Numbers Plus is that children's mathematical learning is sequenced within activities — each activity has a built-in progression so children of different developmental and ability levels can participate together and have a positive and meaningful learning experience.	\$274.95	P1377SET	
<b>Setting Up the Preschool Classroom</b> This book is designed to help preschool teachers arrange and equip their classroom or center, including the outdoor play space. In addition to explaining the principles of designing active learning preschool settings, it provides helpful strategies, detailed lists of equipment and materials, and sample classroom layouts to guide teachers in designing an entirely new learning environment or in making improvements to an existing space.	\$25.95	P1383	

\*Highlighted items are recommended for purchase in addition to the curriculum and fundamental resources.

HighScope Educational Research Foundation  
600 North River Street, Ypsilanti, MI 48198-2898 • Ph: 734.485.2000 • Fax: 734.485.0704 • [highscope.org](http://highscope.org)

Follow the linked catalog number to place an order online.  
Or call 800.40.PRESS



HighScope Preschool Curriculum Materials*	Price	Catalog Number	Notes/Recommendations
<b>50 Large-Group Activities for Active Learners</b> Large-group time brings children and adults together for companionship, information-sharing, and the enjoyment of participating in a group. This book presents 50 engaging large-group activities that stimulate children's creativity, help them learn skills and concepts, introduce them to a wide range of new and thought-provoking experiences.	\$25.95	P1316	Fundamental Resource
<b>Small-Group Times to Scaffold Early Learning</b> This book presents 52 small-group activities based on five curriculum content areas: language, literacy, and communication, mathematics, science and technology, the creative arts (art and music), and physical development and health.	\$25.95	P1370	Fundamental Resource
<b>From Message to Meaning</b> This book describes the benefits of using a daily message board at greeting time, guides teachers through the process of creating messages, and offers strategies for making the message board an engaging and interactive experience for children.	\$19.95	P1355	Fundamental Resource
<b>Daily Routine Cards</b> The Daily Routine Cards are a set of 21 easy-to-read pictures with time-of-day names that identify the parts of a typical preschool classroom day. Use of these cards allows children to easily read the Daily Routine Card sequence and anticipate what happens next.	\$24.95	PC1001	
<b>Tasty Talk: 40 Mealtime Conversations</b> You can make snack and mealtimes important learning times for preschool children! Tasty Talk: 40 Mealtime Conversation Starters puts ideas for conversation and simple games at your fingertips so you can get children thinking, talking, reflecting, and sharing on a variety of subjects while enjoying a snack or meal. In addition to helping boost children's literacy and social skills, these ideas can help children engage with other key curriculum content through playful talk with adults and other children.	\$14.95	P1357	
<b>"I Know What's Next!" Preschool Transitions Without Tears or Turmoil</b> This book provides guidelines that help teachers understand transitions from the child's point of view, along with a host of strategies, songs, games, and other experiences that are useful for particular transitions.	\$19.95	P1336	Fundamental Resource
<b>You're Not My Friend Anymore!</b> You're Not My Friend Anymore! expands on HighScope's six-step problem-solving approach with a series of 21 scenarios based on real-life parent and teacher interactions with young children.	\$15.95	P1389	Fundamental Resource

\*Highlighted items are recommended for purchase in addition to the curriculum and fundamental resources.

Follow the linked catalog number to place an order online.  
Or call 800.40.PRESS



HighScope Preschool Curriculum Materials*	Price	Catalog Number	Notes/Recommendations
<b>I Belong: Active Learning for Children With Special Needs</b> While current teaching practices in the field of special education are often based on correcting children's "deficits," the HighScope educational model builds on and maximizes children's strengths and abilities, recognizing each child's individual needs and developmental differences. I Belong includes practical strategies and real-life examples of the authors' applications and adaptations of the HighScope Preschool Curriculum in a variety of preschool settings serving children with special needs.	\$25.95	P1348	Applications and adaptations for serving children with special needs
<b>Letter Links Online Subscription With Letter Links: Alphabet Learning With Children's Names</b> This two-year online subscription complements the English and Spanish Letter Links: Alphabet Learning With Children's Names books, enabling you to create a nametag for each child in your group, select a letter-linked picture, and print these out in various sizes and combinations quickly and easily.	\$44.95	P1374SET	Fundamental Resource
<b>Fee, Fie, Phonemic Awareness</b> This book focuses on phonemic awareness — the ability to recognize the smallest sound units that make up words — identified by reading experts as an essential skill that prepares children for reading.	\$25.95	P1190	Fundamental Resource
<b>Rhythmically Moving 1 (CD)</b> Music for students of all ages. Includes suggestions for use with Teaching Movement & Dance: A Sequential Approach to Rhythmic Movement.	\$15.95	M2401	Fundamental Resource
<b>Rhythmically Moving 2 (CD)</b> Music for students of all ages. Includes suggestions for use with Teaching Movement & Dance: A Sequential Approach to Rhythmic Movement.	\$15.95	M2402	Fundamental Resource
<b>Wheel of Learning/Key Developmental Indicator Card</b> Handy laminated reference card containing the HighScope preschool key developmental indicators (KDIs) on one side and the wheel of learning on the other.	\$3.95	P1397	Fundamental Resource
<b>KDI Scaffolding Cards</b> The 58 scaffolding charts in this set, one for each KDI, are organized by the eight content areas of HighScope's Preschool Curriculum. Each scaffolding chart contains examples of what young children at three developmental levels (earlier, middle, and later) might do and say as they engage with each KDI, with corresponding examples of how adults can support and gently extend learning at each level as they play and interact with children through the program day.	\$64.95	P1422	Fundamental Resource
<b>Preschool PQA Starter Pak</b> The Preschool PQA is a rating instrument designed to evaluate the quality of early childhood programs and identify staff training needs.	\$27.95	P1203SET	Fundamental Resource

\*Highlighted items are recommended for purchase in addition to the curriculum and fundamental resources.



Follow the linked catalog number to place an order online.  
Or call 800.40.PRESS



HighScope Preschool Curriculum Materials*	Price	Catalog Number	Notes/ Recommendations
<b>Bringing Active Learning Home: Workshops for Preschool Parents</b> Parent workshops can help parents bring active learning home to their children! The 27 workshops contained in this book, a part of the Teachers' Idea Series, help family members learn about and appreciate the importance of active learning by experiencing it the way their children do.	\$30.00	P1425	Fundamental Resource
<b>Making the Most of Plan-Do-Review</b> This book includes support strategies for the plan-do-review process, including practical tips and suggestions, tried-and-true games and experiences for children, answers to frequently asked questions, real-life examples, sample notes to parents, a parent workshop plan, and planning and recall sheets to use with children.	\$25.95	P1152	
<b>Something From Nothing: Using Everyday Materials With Preschoolers</b> This book focuses on open-ended materials that you can find in your everyday environment, materials that are often free or available at a very low cost. Each chapter contains information on where to find the materials, where to add them to your classroom, and how to use them.	\$19.95	P1417	
<b>English-Spanish, Large and Small Classroom Area Sign Set</b> This set of colorful signs features easy-to-see, simple pictures and area names that identify each part or interest area of the classroom in English and Spanish. Organizing the classroom into clear work-and-play areas helps children find materials they need and to return them after use. Set includes 10 large cards and 2 sets of 10 small cards per package.	\$48.00	PC1006SET	
<b>Subtotal Preschool</b>		<b>\$1,082.95</b>	

\*Highlighted items are recommended for each classroom in addition to the curriculum and fundamental resources.

Pricing for large agencies and government contracts are provided at the best value for the lowest overall cost. As a 501(c)(3) non-profit, HighScope has a mission to create and deliver high-quality early childhood resources for teachers and administrators, that improve the lives of children, families, and communities. Prices included in this overview are provided as an example, they are the retail costs created for individual sales.

HighScope Educational Research Foundation  
600 North River Street, Ypsilanti, MI 48198-2898 • Ph: 734.485.2000 • Fax: 734.485.0704 • [highscope.org](http://highscope.org)

Follow the linked catalog number to place an order online.  
Or call 800.40.PRESS



HighScope Resource Library Materials**	Price	Catalog Number	Notes/ Recommendations
<b>Small-Group Times for Active Learners DVD</b> In sequences from a variety of HighScope settings, this program illustrates sources of ideas for small-group time, types of materials to use and how to organize them, and strategies teachers employ to support the individual ways in which children use materials throughout small-group time and in follow-up activities.	\$25.95	P1339	Fundamental Resource
<b>The Daily Routine DVD</b> Following a consistent yet flexible daily routine gives children the sense of security they need to make choices, take risks, and become active learners. Drawing upon a variety of HighScope settings, this DVD shows how adults observe children and support and extend their learning from greeting time through group times, the plan-do-review sequence, transitions, and other parts of the daily routine.	\$39.95	P1341	Fundamental Resource
<b>"I Want All the Turns!" Supporting Children in Resolving Problems and Conflicts DVD</b> This three-part DVD shows unstaged examples of preschoolers who are developing essential communication, empathy, and negotiating skills. The problem-solving process they are learning — with their teachers' guidance and support — fosters social, language, and cognitive abilities they will use throughout their lives.	\$95.00	P1421	Fundamental Resource
<b>Adult-Child Interaction DVD</b> In supportive early childhood settings, adults' nurturing relationships with children serve as the foundation for learning. Through this DVD, you'll gain strategies for interacting with children while participating as partners in children's play, conversing with children, and encouraging learning in curriculum content areas through adult scaffolding.	\$39.95	P1381	Fundamental Resource
<b>Engaging Young Learners With Special Needs DVD</b> This two-part DVD describes how HighScope's active participatory learning model of early education provides inclusive experiences for children with and without disabilities, allowing children at all levels to succeed.	\$95.00	P1424	If needed
<b>Plan-Do-Review in Action DVD</b> In the plan-do-review process, children make plans, carry them out, and reflect on what they have done. In doing so, children learn to take initiative, solve problems, work with others, and accomplish their goals — their play becomes more purposeful and focused. Through this DVD, you'll learn about the three components that make up plan-do-review and how to use them to encourage purposeful play.	\$39.95	P1385	
<b>The Indoor and Outdoor Learning Environment DVD</b> To support children's active learning, adults in early childhood programs set up the learning environment to provide children with plentiful materials and choices about how to use them. This DVD includes examples from a variety of HighScope settings showing how adults can foster children's initiative and creativity through a supportive learning environment, both indoors and outdoors.	\$39.95	P1359	
Subtotal Resources Library \$375.75			

\*Fundamental resources are recommended for each classroom.

\*\*The full Resource Library is recommended for each program.

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## Training Options That Reflect the Needs and Realities of Today's Educators

HighScope offers extensive course work at locations worldwide for teachers in infant-toddler, preschool, and elementary programs. Depending on their specific needs, educators and agency administrators can choose from the following options:

**One- or two-day workshops** — Introductory and entry-level information or content review on a specific component of the HighScope Curriculum. A great place for teachers to begin.

**Online training courses** — Interactive, web-based course work in which participants join an e-learning community, take part in group discussions, and receive individual attention from the instructor. Course work can be accessed and completed anywhere, anytime — and students maintain close contact with their instructor and their classmates.

**Week-long courses** — Similar to workshops in that discussion focuses on a specific component of the HighScope Curriculum, but with more in-depth discussion and analysis.

**Preschool Curriculum Course** — A four-week course that enables colleagues who complete the program to effectively implement the HighScope Preschool Curriculum. It also satisfies the prerequisite for the HighScope Training of Trainers (TOT) course.

**Coaching and mentoring training** — A one-week course to certify coaches and mentors in the HighScope methodology.

**Training of Trainers Course** — A three-week course designed for those who wish to extend their skills to training adults in the educational approach. Those successfully completing the course earn certification as HighScope Trainers with an endorsement in the HighScope Preschool Curriculum.

**Customized training** — Courses designed to serve agencies and teachers with specific needs. HighScope staff discuss the challenges the program is facing and HighScope Trainers conduct a detailed assessment. Then we build training modules around program needs and goals.

**HighScope conferences and events** — For more than 40 years, HighScope has been reaching out to the educational community through professional conferences and events. These programs offer an ideal format for professional learning and networking with peers.

For more information on HighScope's professional learning options, customized on-site training, or certification, visit [highscope.org/training](http://highscope.org/training) or call 800.587.5639, Ext. 237 or Ext. 224.



## Get to the COR of the Child Assessment Process

COR Advantage, HighScope's research-validated child assessment tool, offers comprehensive assessment for children from birth through kindergarten. Administrators and teachers have quick access to a wide range of reports documenting children's growth and development and can use this information to guide teaching and program planning. COR Advantage works seamlessly with the HighScope Curriculum or any other developmentally-appropriate curriculum.

### Features of COR Advantage

- Updated categories and items aligned with the Head Start Child Development and Early Learning Framework, the Common Core State Standards, and other state and national early learning standards
- Seamless assessment for children at all developmental stages from birth through kindergarten
- Distinct and well-defined developmental levels — easy to use and easy to score

### What's the Advantage?

- Use the data to guide program improvement and improve outcomes
- Assessment works seamlessly with the HighScope Curriculum and is also compatible with any developmentally oriented early childhood approach

### COR Advantage Standard Plan

COR Advantage offers comprehensive reporting for each child and classroom, as well as reporting for state standards and the Head Start Child Development and Early Learning Framework. The Data Analytics feature provides customized reports you can create anytime, anywhere based on your reporting needs. The Standard Plan also provides a lesson planning tool and access to the Family Network — which allows families to exchange information with teachers about their child's progress and offers a library of learning activities they can use at home with their children.

For more information on COR Advantage, e-mail [CORteam@highscope.org](mailto:CORteam@highscope.org) or call 800.587.5639, Ext. 237.

## A comprehensive program quality assessment tool

The Online Program Quality Assessment (PQA) evaluates overall quality practices in three early childhood settings — infant-toddler, preschool, and family child care. The PQA is a reliable, research-validated assessment that can be used as a basis for program accreditation, reporting, monitoring, and professional learning.

Based on scores and information entered into the system, the program quickly and easily generates several reports including Classroom, Planning, and Comparative. Using the built-in reports, programs will be able to see changes over time and adjust as needed to reach improvement goals. The PQA offers an option to conduct multiple assessments with the purchase of one classroom license for outside raters, administrators, and/or teacher self-ratings.

### Classroom practices assessed:

- ▣ Learning environment
- ▣ Daily routine
- ▣ Adult-child interaction
- ▣ Curriculum planning and assessment

### Agency practices assessed:

- ▣ Program management
- ▣ Parent involvement and family services
- ▣ Staff qualifications and development

### OnlinePQA Plan

Classroom licenses are available through an annual subscription. The OnlinePQA plan allow programs to enter PQA data into online forms and print completed reports. Additionally, subscribers may download and print PQA forms to facilitate the data collection process.

## Kindergarten Curriculum Overview

- Language Arts
- Mathematics
- Science
- Social Studies

### **K** **Language Arts**

The English Language Arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of present, reflect on the past, and imagine the future.

#### **Reading:**

##### **Literature**

- **Key Ideas and Details**
  - With prompting and support, ask and answer questions about key details in a text.
  - With prompting and support, retell familiar stories, including key details.
  - With prompting and support, identify characters, settings, and major events in a story.
- **Craft and Structure**
  - Ask and answer questions about unknown words in a text.
  - Recognize common types of texts (e.g., storybooks, poems).
  - With prompting and support, name the author and illustrator of a story and define the role of each in telling the story.
- **Integration of Knowledge and Ideas**
  - With prompting and support, describe the relationship between illustrations and the story in its characters, setting, or events, which they appear (e.g., what moment in a story an illustration depicts).

- With prompting and support, compare and contrast the adventures and experiences of characters in stories. characters in familiar stories.

- **Range and Level of Text Complexity**

- Actively engage in group reading activities with purpose and understanding.

## **Informational Text**

- **Key Ideas and Details**

- With prompting and support, ask and answer questions about key details in a text.
- With prompting and support, identify the main topic and retell key details of a text.
- With prompting and support, describe the connection between two individuals, events, individuals, events, ideas, or pieces of information ideas, or pieces of information in a text.

- **Craft and Structure**

- With prompting and support, ask and answer questions about unknown words in a text.
- Identify the front cover, back cover, and title page of a book. headings, tables of contents, glossaries,
- Name the author and illustrator of a text and define the role of each in presenting the ideas or pictures or other illustrations and information in a text.

- **Integration of Knowledge and Ideas**

- With prompting and support, describe the relationship between illustrations and the text in which they appear (e.g., what person, place, thing, or idea in the text an illustration depicts).
- With prompting and support, identify the reasons an author gives to support points in a points in a text.
- With prompting and support, identify basic similarities in and differences between two between two texts on the same topic (e.g., in texts on the same topic (e.g., in illustrations, illustrations, descriptions, or procedures). descriptions, or procedures).

- **Range and Level of Text Complexity**

- Actively engage in group reading activities with purpose and understanding.

## **Foundational Skills**

- **Print Concepts**

- Demonstrate understanding of the organization and basic features of print.
- Follow words from left to right, top to bottom, and page by page.

- Recognize that spoken words are represented in written language by specific sequences of letters.
  - Understand that words are separated by spaces in print.
  - Recognize and name all upper- and lowercase letters of the alphabet.
- **Phonological Awareness**
    - Demonstrate understanding of spoken words, syllables, and sounds (phonemes).
    - Recognize and produce rhyming words.
    - Count, pronounce, blend, and segment syllables in spoken words.
    - Blend and segment onsets and rimes of single-syllable spoken words.
    - Isolate and pronounce the initial, medial vowel, and final sounds (phonemes) in three-phoneme (consonant-vowel-consonant, or CVC) words.\* (This does not include CVCs ending with /l/, /r/, or /x/.)
    - Add or substitute individual sounds (phonemes) in simple, one-syllable words to make new words.
  - **Phonics and Word Recognition**
    - Know and apply grade-level phonics and word analysis skills in decoding words.
    - Demonstrate basic knowledge of one-to-one letter-sound correspondences by producing the primary sound or many of the most frequent sounds for each consonant.
    - Associate the long and short sounds with common spellings (graphemes) for the five major vowels.
    - Read common high-frequency words by sight (e.g., *the, of, to, you, she, my, is, are, do, does*).
    - Distinguish between similarly spelled words by identifying the sounds of the letters that differ.
  - **Fluency**
    - Read emergent-reader texts with purpose and understanding.

## Writing:

- **Text Types and Purposes**
  - Use a combination of drawing, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state an opinion or preference about the topic or book (e.g., *My favorite book is . . .*).
  - Use a combination of drawing, dictating, and writing to compose informative/explanatory texts in which they name what they are writing about and supply some information about the topic.
  - Use a combination of drawing, dictating, and writing to narrate a single event or several loosely linked events, tell about the events in the order in which they occurred, and provide a reaction to what happened.
  - With guidance and support from adults, explore a variety of digital tools to produce and publish writing, including in collaboration with peers.
- **Production and Distribution of Writing**
  - With guidance and support from adults, respond to questions and suggestions from



peers and add details to strengthen writing as needed.

- **Research to Build and Present Knowledge**

- Participate in shared research and writing projects (e.g., explore a number of books by a favorite author and express opinions about them).
- With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

**Speaking and Listening:**

- **Comprehension and Collaboration**

- Participate in collaborative conversations with diverse partners about *kindergarten topics and texts* with peers and adults in small and larger groups.
  - Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion).
  - Continue a conversation through multiple exchanges.
- Confirm understanding of a text read aloud or information presented orally or through other media by asking and answering questions about key details and requesting clarification if something is not understood.
- Ask and answer questions in order to seek help, get information, or clarify something that is not understood.

- **Presentation of Knowledge and Ideas**

- Describe familiar people, places, things, and events and, with prompting and support, provide additional detail.
- Add drawings or other visual displays to descriptions as desired to provide additional detail.
- Speak audibly and express thoughts, feelings, and ideas clearly.

**Language:**

- **Conventions of standard English**

- Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
  - Print many upper- and lowercase letters.
  - Use frequently occurring nouns and verbs.
  - Form regular plural nouns orally by adding /s/ or /es/ (e.g., *dog, dogs; wish, wishes*).
  - Understand and use question words (interrogatives) (e.g., *who, what, where, when, why, how*).
  - Use the most frequently occurring prepositions (e.g., *to, from, in, out, on, off*).

*for, of, by, with*).

- Produce and expand complete sentences in shared language activities.
- Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.
  - Capitalize the first word in a sentence and the pronoun *I*.
  - Recognize and name end punctuation.
  - Write a letter or letters for most consonant and short-vowel sounds (phonemes).
  - Spell simple words phonetically, drawing on knowledge of sound-letter relationships.
- **Vocabulary Acquisition and Use**
  - Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *kindergarten reading and content*.
    - Identify new meanings for familiar words and apply them accurately (e.g., knowing *duck* is a bird and learning the verb *to duck*).
    - Use the most frequently occurring inflections and affixes (e.g., *-ed, -s, re-, un-, pre-, -ful, -less*) as a clue to the meaning of an unknown word.
  - With guidance and support from adults, explore word relationships and nuances in word meanings.
    - Sort common objects into categories (e.g., shapes, foods) to gain a sense of the concepts the categories represent.
    - Demonstrate understanding of frequently occurring verbs and adjectives by relating them to their opposites (antonyms).
    - Identify real-life connections between words and their use (e.g., note places at school that are *colorful*).
    - Distinguish shades of meaning among verbs describing the same general action (e.g., *walk, march, strut, prance*) by acting out the meanings.
  - Use words and phrases acquired through conversations, reading and being read to, and responding to texts.

# K

## Mathematics

### Counting and Cardinality

- **Know number names and the count sequence**
  - Count to 100 by ones and by tens.
  - Count forward beginning from a given number within the known sequence (instead of having to begin at 1).
  - Write numbers from 0 to 20. Represent a number of objects with a written numeral 0-20 (with 0 representing a count of no objects).
- **Count to tell the number of objects**
  - Understand the relationship between numbers and quantities; connect counting to cardinality.
  - When counting objects, say the number names in the standard order, pairing each object with one and only one number name and each number name with one and only one object.
  - Understand that the last number name said tells the number of objects counted. The number of objects is the same regardless of their arrangement or the order in which they were counted.
  - Understand that each successive number name refers to a quantity that is one larger.
  - Count to answer "how many?" questions about as many as 20 things arranged in a line, a rectangular array, or a circle, or as many as 10 things in a scattered configuration; given a number from 1-20, count out that many objects.
- **Compare numbers**
  - Identify whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group, e.g., by using matching and counting strategies.<sup>1</sup>
  - Compare two numbers between 1 and 10 presented as written numerals.

### Operations and Algebraic Thinking

- **Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from.**
  - Represent addition and subtraction with objects, fingers, mental images, drawings, sounds (e.g., claps), acting out situations, verbal explanations, expressions, or equations.
  - Solve addition and subtraction word problems, and add and subtract within 10, e.g.,

by using objects or drawings to represent the problem.

- Decompose numbers less than or equal to 10 into pairs in more than one way, e.g., by using objects or drawings, and record each decomposition by a drawing or equation (e.g.,  $5 = 2 + 3$  and  $5 = 4 + 1$ ).
- For any number from 1 to 9, find the number that makes 10 when added to the given number, e.g., by using objects or drawings, and record the answer with a drawing or equation.
- Fluently add and subtract within 5.

### **Number and Operations in Base Ten**

- **Work with numbers 11-19 to gain foundations for place value**
  - Compose and decompose numbers from 11 to 19 into ten ones and some further ones, e.g., by using objects or drawings, and record each composition or decomposition by a drawing or equation (e.g.,  $18 = 10 + 8$ ); understand that these numbers are composed of ten ones and one, two, three, four, five, six, seven, eight, or nine ones.

### **Measurement and Data**

- **Describe and compare measurable attributes**
  - Describe measurable attributes of objects, such as length or weight. Describe several measurable attributes of a single object.
  - Directly compare two objects with a measurable attribute in common, to see which object has "more of"/"less of" the attribute, and describe the difference. *For example, directly compare the heights of two children and describe one child as taller/shorter.*
- **Classify objects and count the number of objects in each category**
  - Classify objects into given categories; count the numbers of objects in each category and sort the categories by count.

### **Geometry**

- **Identify and describe shapes (squares, circles, triangles, rectangles, hexagons, cubes, cones, cylinders, and spheres).**
  - Describe objects in the environment using names of shapes, and describe the relative positions of these objects using terms such as *above*, *below*, *beside*, *in front of*, *behind*, and *next to*.
  - Correctly name shapes regardless of their orientations or overall size.
  - Identify shapes as two-dimensional (lying in a plane, "flat") or three-dimensional ("solid").
- **Analyze, compare, create, and compose shapes.**

- Analyze and compare two- and three-dimensional shapes, in different sizes and orientations, using informal language to describe their similarities, differences, parts (e.g., number of sides and vertices/"corners") and other attributes (e.g., having sides of equal length).
- Model shapes in the world by building shapes from components (e.g., sticks and clay balls) and drawing shapes.
- Compose simple shapes to form larger shapes. *For example, "Can you join these two triangles with full sides touching to make a rectangle?"*

# **K**

## **Science**

### **Forces and Interactions: Pushes and Pulls**

- Plan and conduct an investigation to compare the effects of different strengths or different directions of pushes and pulls on the motion of an object.
- Analyze data to determine if a design solution works as intended to change the speed or direction of an object with a push or a pull.

### **Interdependent Relationships in Ecosystems: Animals, Plants, and Their Environment**

- Use observations to describe patterns of what plants and animals (including humans) need to survive.
- Construct an argument supported by evidence for how plants and animals (including humans) can change the environment to meet their needs.
- Use a model to represent the relationship between the needs of different plants or animals (including humans) and the places they live.
- Communicate solutions that will reduce the impact of humans on the land, water, air, and/or other living things in the local environment.

### **Weather and Climate**

- Make observations to determine the effect of sunlight on Earth's surface.
- Use tools and materials to design and build a structure that will reduce the warming effect of sunlight on an area.
- Use and share observations of local weather conditions to describe patterns over time.
- Ask questions to obtain information about the purpose of weather forecasting to prepare for, and respond to, severe weather.

### **Engineering Design**

- Ask questions, make observations, and gather information about a situation people want to change to define a simple problem that can be solved through the development of a new or improved object or tool.
- Develop a simple sketch, drawing, or physical model to illustrate how the shape of an object helps it function as needed to solve a given problem.
- Analyze data from tests of two objects designed to solve the same problem to compare the strengths and weaknesses of how each performs.

# K

## Social Studies

### History

- **Living and Working Together**
  - *Use historical thinking to understand the past.*
  - Distinguish among the past, present, and future.
  - Create a timeline using events from their own lives (*e.g., birth, crawling, walking, loss of first tooth, first day of school*).
  - Describe ways people learn about the past (*e.g., photos, artifacts, diaries, stories, videos*).

### Geography

- **The World is Spatial Terms**
  - *Use geographic representations to acquire, process, and report information from a spatial perspective.*
  - Recognize that maps and globes represent places.
  - Use directions or positional words (*e.g., up/down, in/out, above/below*) to identify significant locations in the classroom.
- **Places and Regions**
  - *Understand how regions are created from common physical and human characteristics.*
  - Identify and describe places in the immediate environment (*e.g., classroom, home, playground*).
- **Environment and Society**
  - *Understand the effects of human-environment interactions.*
  - Describe ways people use the environment to meet human needs and wants (*e.g., food, shelter, clothing*).

### Civics and Government

- **Purpose of Government**
  - *Explain why people create governments.*
  - Identify and explain reasons for rules at home and in school (*e.g., provide order, maintain safety*).
- **Values and Principles of American Democracy**

- *Understand values and principles of American constitutional democracy.*
- *Identify our country's flag and describe its importance as a symbol of the United States.*
- *Describe fair ways for groups to make decisions.*
- **Role of the Citizen in American Democracy**
  - *Explain important rights and how, when, and where American citizens demonstrate their responsibilities by participating in government.*
  - *Describe situations in which they demonstrated self-discipline and individual responsibility (e.g., caring for a pet, completing chores, following school rules, working in a group, taking turns).*

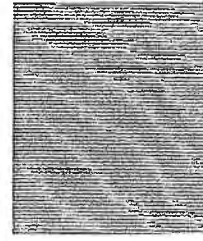
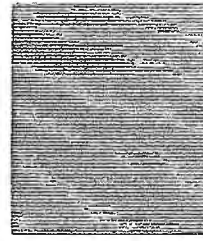
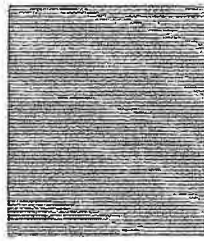
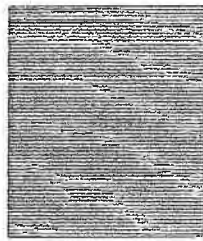
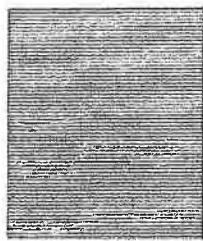
### **Economics**

- **Market Economy**
  - *Use fundamental principles and concepts of economics to understand economic activity in a market economy.*
  - *Describe economic wants they have experienced. Distinguish between goods and services. Recognize situations in which people trade.*

### **Public Discourse, Decision Making, and Citizen Involvement**

- **Identifying and Analyzing Public Issues**
  - *Clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.*
  - *Identify classroom issues.*
  - *Use simple graphs to explain information about a classroom issue.*
  - *Compare their viewpoint about a classroom issue with the viewpoint of another person.*
- **Persuasive Communication About a Public Issue**
  - *Communicate a reasoned position on a public issue.*
  - *Express a position on a classroom issue.*
- **Citizen Involvement**
  - *Act constructively to further the public good.*
  - *Develop and implement an action plan to address or inform others about a public issue.*
  - *Participate in projects to help or inform others.*





# Language Arts

*The English language arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of the present, reflect on the past, and imagine the future.*

*Michigan Curriculum Framework  
A portion of the Vision Statement*

## Genre, Craft, and Conventions of Language

- Narrative focus: realistic fiction, personal narrative, classic story/folk tale
- Non-fiction focus: Informational text, how-to books, concept books, poetry
- Narrative writing includes: illustrations, transitional words (before, finally), sense of story (beginning, middle, end), problem/solution, physical features of characters
- Informational writing includes: titles and headings, labeled pictures, illustrations
- Oral Language/grammar
- Singular & plural nouns
- Contractions (can't, won't)
- Singular possessive pronouns (my/mine, his/her(s), your(s))
- Conjunctions (and, but, because)
- Endings (s, ed, ing)
- Written Conventions
- Form all letters correctly
- Write complete simple sentences
- Recognize declarative, interrogative, and exclamatory sentences
- Use periods, question marks and exclamation points
- Capitalize proper nouns, first word in sentence, pronoun, "I"
- Spelling
- Beginning and ending sounds
- Spelling becomes more conventional
- Spell words on P-CCS high frequency list for first grade
- Apply spelling patterns used in first grade
- Public speaking includes use of props, appropriate posture and eye contact

## Literature and Understanding

- Universal themes of family, diversity, and cooperation found in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audiences

- Create written and spoken products related to universal themes
- Acquire and use vocabulary relative to cooperation, family, diversity, and English Language Arts

## Skills, Strategies, and Processes

- Concepts of Print
- Hold book correctly
- Indicate beginning and end of book
- Read from left to right, top to bottom of page
- Distinguish between upper and lower case letters
- Locate words, spaces and letters
- Recognize and Interpret environmental print (charts, logos, icons)
- Recognize different forms of text (signs, letters, books, poems)

## Phonemic Awareness and Phonics

- Decode phonetically regular words
- Decode multi-syllable
- Use word families to make links to unknown words
- Use "chunks" to decode new words
- Use vowel patterns
- Strategic Knowledge
- Track across text
- Notice when words/sentences don't look right or fail to make sense
- Make predictions
- Use picture clues
- Recognize and read high frequency words
- Use knowledge about words to identify unknown words
- Fluency
- Read familiar books with expression and phrasing
- Comprehension
- Use essential comprehension strategies before, during, and after reading
- Use comprehension strategies in narrative text to deepen understanding of problem/solution, sequence of events, sense of story (beginning, middle, end), physical features of characters, transitional words
- Apply comprehension strategies to retell a story, respond to questions, make predictions, talk about motives of characters, describe cause and effect of events
- Use comprehension strategies to identify cultural perspectives, personal perspectives, and author's perspective
- Use comprehension strategies in informational text to identify different types of informational texts, describe new information gained from text

## Writing

- Writing Includes six essential traits of writing
- Use writing process Research
- Formulate questions related to universal themes
- Locate and gather information
- Sort information
- Metacognition
- Think about strategies used in communication
- Critical Standards
- Begin to develop and apply shared standards to assess work

# Mathematics

*Mathematics is the science of patterns and relationships. It is the language and logic of our technological world.*

*Mathematical power is the ability to explore, to conjecture, to reason logically and to use a variety of mathematical methods effectively to solve problems*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Number and Numeration

- Count on by 1, 2, 5, and 10 past 100 and count backwards by 1s from any number less than 100 with and without number grids, number lines and calculators.
- Count collections of objects accurately and reliably; estimate the number of objects in a collection.
- Read, write and model with manipulatives whole numbers up to 1,000; identify places in such numbers and the values of the digits in those places.
- Use manipulatives and drawings to model halves, thirds, and fourths as equal parts of a region or a collection; describe the model.
- Use manipulatives to identify and model numbers as even or odd.
- Use manipulatives, drawings, tally marks, and numerical expressions involving addition and subtraction to give equivalent names for whole numbers up to 100.
- Compare and order whole numbers up to 1,000.

## Operations and Computation+

- Demonstrate proficiency with  $\neq$ , 0,  $\neq$  1, doubles, and sum-equals-ten facts and proficiency with addition and subtraction facts such as  $6 + 4 = 10$  and  $10 - 7 = 3$ .
- Use manipulatives, number grids, tally marks, mental arithmetic, and calculators to solve problems involving the addition and subtraction of 1-digit whole numbers with 1- and 2-digit whole numbers; calculate and compare values of combinations of coins.
- Estimate the reasonableness of answers to basic fact problems (e.g. Will  $7 + 8$  be more or less than 10?)
- Identify change-to-more, change-to-less, comparison, and parts-and-total situations.

## Data and Chance

- Collect and organize data to create tally charts, tables, bar graphs and line plots.
- Use graphs to answer simple questions and draw conclusions; find the maximum and minimum of a data set.
- Describe events using *certain*, *likely*, *unlikely*, *impossible* and other basic probability terms; explain the choice of language.

## Measurement and Reference Frames

- Use non-standard tools and techniques to estimate and compare weight and length, measure length with standard measuring tools.
- Know and compare the value of pennies, nickels, dimes, quarters and dollar bills; make exchanges between coins.
- Identify a thermometer as a tool for measuring temperature; read temperatures on Fahrenheit and Celsius thermometers to the nearest  $10^\circ$ .
- Use a calendar to identify days, weeks, months and dates; tell and show time to the nearest half and quarter hour on an analog clock.

## Geometry

- Identify and describe plane and solid figures including circles, triangles, squares, rectangles, spheres, cylinders, rectangular prisms, pyramids, cones and cubes.
- Identify shapes having line symmetry; complete line-symmetric shapes or designs.

## Patterns, Functions and Algebra

- Extend, describe, and create numeric, visual, and concrete patterns; solve problems involving function machines, "What's My Rule?" tables, and Frames and Arrows diagrams.
- Read, write, and explain expressions and number sentences using the symbols  $+$ ,  $-$ ,  $=$ , and the symbols  $>$  and  $<$ ; with cues; solve equations involving addition and subtraction.
- Apply the Commutative Property of Addition and the Additive Identity to basic addition fact problems.

Grade

1

*Science is a way of making sense of the natural world. As citizens, we are asked to make decisions about social issues that involve science and technology. As workers, we have occupations that increasingly involve science and technology.*

Michigan Curriculum Framework  
A portion of the Vision Statement

# Science

It is important that students come to understand that science is an evidence-based process, as well as learning the main ideas of science. In science, inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation. Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations. Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision-making and the application of science throughout history and within society.

## Animals

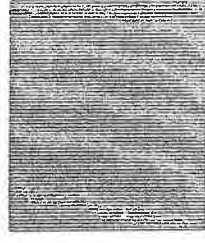
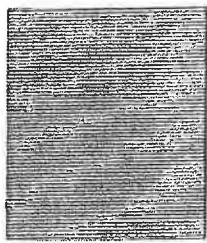
- Life Requirements - Organisms have basic needs. Animals need air, water, and food. Animals use food as a source of energy and as a source of building material for growth and repair.
- Life Cycles - Animals have life cycles. Animals begin life and develop into adults, reproduce, and eventually die. The details of this life cycle are different for different organisms. (Examples: egg, young, adult; or egg, larva, pupa, adult.)
- Observable Characteristics - Plants and animals share many, but not all, characteristics of their parents.

## Weather

- Solar Energy - The sun warms the land, air and water and helps plants grow.
- Weather - Weather changes from day to day and over the seasons.
- Weather Measurement - Scientists use tools for observing, recording, and predicting weather changes.

## Magnets

- Magnets - Magnets can repel or attract other magnets.
- Magnets can also attract magnetic objects. Magnets can attract and repel at a distance.



# Social Studies

*Social Studies is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a democratic society.*

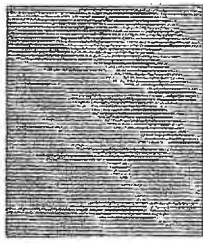
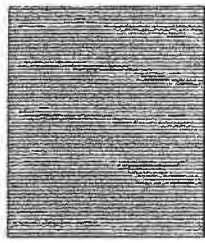
GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS  
MICHIGAN DEPARTMENT OF EDUCATION



## Families and School

The first grade social studies curriculum uses the context of "Families and Schools" to guide students in the study of history, geography, civics and government, and economics. Using family histories, students develop historical thinking skills as they explore how life today (present) is like or different from family life in the past. As they use ideas of time and chronology, students also learn about the people and events that are celebrated as part of the national holidays of the United States. Students address geographic concepts and develop spatial skills through map construction and visual representations. In addition, students begin to develop an understanding of how humans interact with their environments and some of the consequences of those interactions. In civics and government, school is used as a context for learning about why people create rules, what is authority in a school setting, and the characteristics of citizenship. Economic principles are explored using the context of family. Students investigate ways in which families consume goods and services, how people make a living, and how scarcity and choice affect economic decisions. Students continue to develop an understanding of public issues, the importance of citizen action, and begin to communicate their positions on public issues.

First grade students draw upon knowledge learned in kindergarten to develop more sophisticated understandings of each of the four disciplines of social studies.



# Language Arts

*"The English language arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of the present, reflect on the past, and imagine the future."*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Genre, Craft, and Conventions of Language

- Narrative focus: poetry, fairy tales, realistic fiction, fantasy, plays/drama
- Non-fiction focus: reference materials, non-fiction books, science and social studies magazines
- Write using elements of poetry, fiction and non-fiction.
- Oral Language/grammar: use conjunctions, pronouns, common grammatical structures
- Written Conventions: Print legibly
- Grammar: Use nouns, pronouns, verbs, adjectives and interjections correctly
- Punctuation: Use apostrophe in contractions, capitalize titles and proper nouns, commas to separate words in series
- Spell most words correctly including second grade high frequency list
- Public speaking Includes appropriate tone of voice and intonation

## Literature and Understanding

- Universal themes of Relationships, Choice, Community found in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audience

- Written and spoken narratives and expository pieces related to universal themes using focus genres
- Vocabulary that defines critical attributes of Relationships, Choice, Community, and vocabulary relative to English Language Arts

## Skills, Strategies, and Processes

### Phonemic Awareness and Phonics

- Decode phonetically regular and multi-syllable words
- Know consonant blends and digraphs
- Use word families to make links to unknown words
- Use "chunks" to decode new words

### Strategic Knowledge

- Reread for clarity
- Use context of text for predicting
- Notice if words look right, sound right, make sense

### Fluency

- Read familiar grade level books accurately at an appropriate rate with phrasing, and expression
- Use punctuation cues

### Comprehension

- Use essential comprehension strategies such as KWL, brainstorming, preview/predict, retell, think/discuss to support proficient, independent reading. Apply strategies before, during, and after reading
- Use comprehension strategies in narrative text to deepen understanding of setting, characters, illustrations, repetitions, and alliteration.
- Apply comprehension strategies to retell a story, respond to questions, create artwork or written response, connect text with prior knowledge, make predictions
- Use comprehension strategies to identify cultural perspectives, personal perspectives, and author's perspective
- Use comprehension strategies in informational text to recognize organizational patterns and author's purpose

### Writing

- Writing includes six essential traits of writing
- Use writing process

### Research

- Formulate questions related to universal themes
- Consider appropriate resources
- Gather information
- Sort information

### Metacognition

- Understand strategies used in communication

### Critical Standards

- Begin to apply shared and individual standards to assess work

# Grade 2

## Mathematics

*Mathematics is the science of patterns and relationships. It is the language and logic of our technological world.*

*Mathematical power is the ability to explore, to conjecture, to reason logically and to use a variety of mathematical methods effectively to solve problems.*

Michigan Curriculum Framework  
A portion of the Vision Statement

### Number and Numeration

- Count on by 1's, 2's, 5's, 10's, 25's, and 100's past 1,000 and back by 1's from any number less than 1,000 with and without number grids, number lines and calculators.
- Read, write and model with manipulatives whole numbers up to 10,000; identify places in such numbers and the values of the digits in those places; read and write money amounts in dollars and cents notation.
- Use manipulatives and drawings to model fractions as equal parts of a region or a collection; describe the models and name the fractions.
- Recognize numbers as even or odd.
- Use tally marks, arrays, and numerical expressions involving addition and subtraction to give equivalent names for whole numbers.
- Use manipulatives and drawings to model equivalent names for  $\frac{1}{2}$ .
- Compare and order whole numbers up to 10,000; use area models to compare fractions

### Operations and Computation

- Demonstrate automaticity with  $\pm 0$ ,  $\pm 1$ , doubles, and sum-equals-ten facts, and proficiency with all addition and subtraction facts through  $10 + 10$ .
- Solve problems involving the addition and subtraction of 2-digit whole numbers; describe the strategies used; calculate and compare values of coin and bill combinations.
- Make reasonable estimates for whole number addition and subtraction problems; explain how the estimates were obtained.
- Identify and describe change, comparison, and parts-and-total situations; use repeated addition, arrays and skip counting to model multiplication; use equal sharing and equal grouping to model division.

### Data and Chance

- Collect and organize data or use given data to create tally charts, tables, bar graphs and line plots.
- Use graphs to ask and answer simple questions and draw conclusions; find the maximum, minimum, mode and median of a data set.
- Describe events using *certain*, *likely*, *unlikely*, *impossible* and other basic probability terms; explain the choice of language.

### Measurement and Reference Frames

- Estimate length with and without tools - measure length to the nearest inch and centimeter; use standard and non-standard tools to measure and estimate weight.
- Count unit squares to find the areas of rectangles.
- Describe relationship between days in a week and hours in a day.
- Make exchanges between coins and bills.
- Read temperature on both the Fahrenheit and Celsius scales.
- Tell and show time to the nearest five minutes on an analog clock; tell and write time in digital notation.

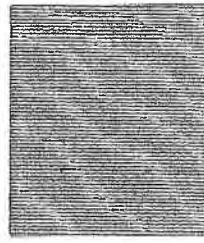
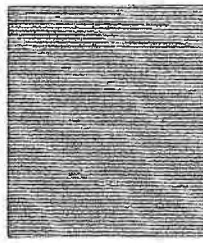
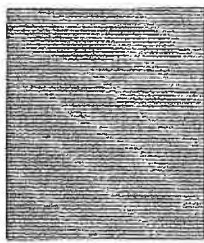
### Geometry

- Draw line segments and identify parallel lines.
- Identify, describe, and model plane and solid figures including circles, triangles, squares, rectangles, hexagons, trapezoids, rhombuses, spheres, cylinders, rectangular prisms, pyramids, cones and cubes.
- Create and complete two-dimensional symmetric shapes or designs.

### Patterns, Functions and Algebra

- Extend, describe, and create numeric, visual, and concrete patterns; describe rules for patterns and use them to solve problems; use words and symbols to describe and write rules for functions involving addition and subtraction and use those rules to solve problems.
- Read, write, and explain expressions and number sentences using the symbols  $+$ ,  $-$ ,  $=$ ,  $>$  and  $<$ ; solve number sentences involving addition and subtraction; write expressions and number sentences to model number stories.
- Describe the Commutative and Associative Properties of Addition and apply them to mental arithmetic problems.





# Science

*"Science is a way of making sense of the natural world. As citizens, we are asked to make decisions about social issues that involve science and technology. As workers, we have occupations that increasingly involve science and technology."*

Michigan Curriculum Framework  
A portion of the Vision Statement

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## Plants

- **Life Requirements** - Plants have basic needs. Plants need air, water, and food. Plants also require light. Plants use food as a source of energy and as a source of building material for growth and repair.
- **Life Cycles** - Plants have life cycles. Plants begin life and develop into adults, reproduce, and eventually die. The details of this life cycle are different for different organisms. (Example: the life cycle of familiar flowering plants includes the following stages: seed, plant, flower, and fruit.)
- **Observable Characteristics** - Plants share many, but not all, characteristics of their parents. For example, characteristics of plants such as leaf shape, flower type, color, size are passed on from parents to young

## Who Is Responsible for Our Land?

- **Surface Changes** - The surface of Earth changes. Some changes are due to slow processes, such as erosion and weathering, and some changes are due to rapid processes, such as landslides, volcanic eruptions, and earthquakes. Landforms include mountains, plains, plateaus, valleys, hills. (Taught in Social Studies)
- **Water** - Water is a natural resource and is found under the ground, on the surface of the Earth, and in the sky. It exists in three states (liquid, solid, gas) and can go back and forth from one form to another. People use water sources (wells, springs, lakes, rivers, oceans) in a variety of ways. (drinking, cleaning, food preparation)
- **Water Movement** - Water moves in predictable patterns.

## Properties of Matter

- **States of Matter** - Matter exists in several different states: solids, liquids and gases. Each state of matter has unique physical properties. Gases are easily compressed but liquids and solids do not compress easily. Solids have their own particular shapes, but liquids and gases take the shape of the container.
- **Material Composition** - Some objects are composed of a single substance, while other objects are composed of more than one substance.

## Sun, Moon, Earth

- **Characteristics of Objects in the Sky** - Common objects in the sky (sun, moon) have observable characteristics. (Examples of characteristics of the sun, moon and Earth, include relative distances and abilities to support life.)
- **Patterns of Objects in the Sky** - Common objects in the sky have predictable patterns of movement (day, night, month, season, year).

Grade

2

# Social Studies

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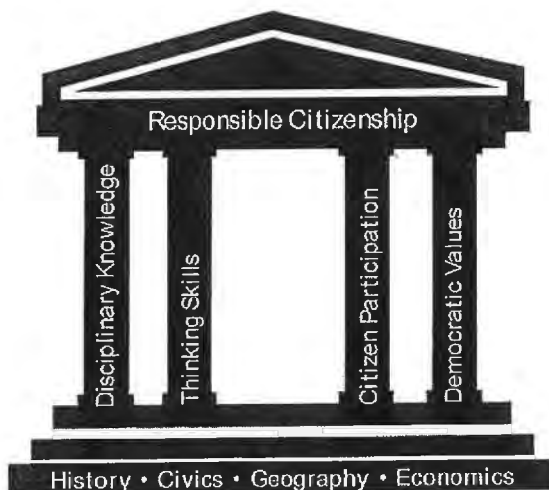
GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS,  
MICHIGAN DEPARTMENT OF EDUCATION

## Communities

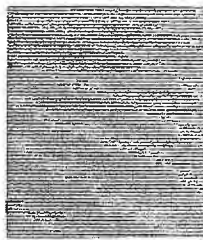
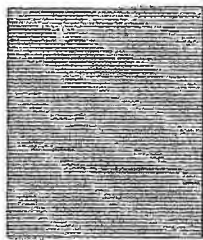
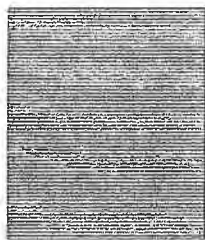
The second grade social studies curriculum addresses concepts in geography, history, government, and economy through the lens of the local community. Students examine what is a community, how citizens live and work together in community, how communities change over time, and the role of citizens in a community. Using historical thinking, students create timelines of key events from their community's past, explore changes over time, and investigate how descriptions of common events can differ. Students draw upon prior knowledge of spatial awareness, physical and human systems, and human-environment interaction from earlier grades to create more complex understandings and apply these concepts to the local community. They begin to understand how people, goods, and services move within the community.

Students are also introduced to local government and its functions. By exploring the role local businesses in the community, students learn how people cannot produce everything they want and depend on trade to meet those wants. Through an examination of local public issues, students practice public discourse and decision-making around community issues.

Students also examine the environmental history of the Rouge Watershed and the impact citizens have had – both positive and negative – on the local environment. This unit integrates social studies, language arts and science and explores the role an active citizen can and should take in their own community.







Grade

3

# Language Arts

*The English language arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of the present, reflect on the past, and imagine the future.*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Genre, Craft, and Conventions of Language

- Narrative focus: fables, tall tales, realistic fiction, poetry
- Non-fiction focus: biography, non-fiction books, descriptive essay
- Write narrative using personification, first and third person points of view, setting, thoughts, motivations, and dialogue to reveal character traits
- Write expository using titles, headings, sub headings, bold face type and tables of content
- Spell previously taught high frequency words and word wall words correctly. Use temporary spelling for unknown words
- Form letters correctly in cursive
- Grammar: subject/verb agreement, past, present, and future verb tenses, possessives, adverbs
- Punctuation: comma, quotation mark, capitalization in dialogue, periods in abbreviations, capitalization and underlining of books, newspapers, magazines, websites
- Speak using key words, vary pace for effect, ask questions to engage audience

## Literature and Understanding

- Universal themes of heroism, customs, and individualism found in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audiences

- Written and spoken narratives and expository pieces related to universal themes using focus genres
- Vocabulary that defines critical attributes of key concepts of heroism, customs, and individualism, and vocabulary relative to English Language Arts

## Skills, Strategies, and Processes

### Strategic Knowledge

- Self-correct
- Decode unknown words
- Determine meaning
- Infer pronunciation
- Use grade level appropriate roots, prefixes and suffixes

### Fluency

- Read familiar texts accurately with proper phrasing, intonation and pauses

### Comprehension

- Use essential comprehension strategies before, during, and after reading, to support proficient, independent reading. These strategies include: make connections, monitor and correct, determine order of importance, visualize, ask questions, make inferences, synthesize

### Writing

- Writing includes six essential traits of writing
- Use writing process

### Research

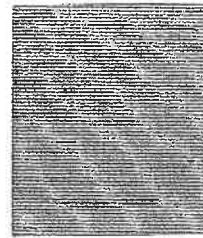
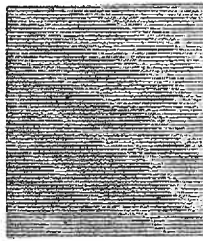
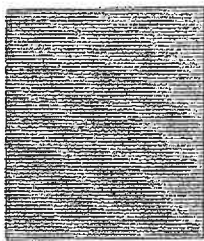
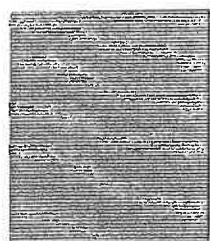
- Brainstorm, generate and evaluate questions to initiate research related to universal themes
- Gather information
- Classify information tied to universal themes by organizing it into central, key and supporting ideas, excluding irrelevant information

### Metacognition

- Plan and evaluate skills, strategies and processes to construct and convey meaning when reading, listening, speaking and viewing.

### Critical Standards

- Begin to develop, apply, and share individual and expert standards to assess work



# Mathematics

*Mathematics is the science of patterns and relationships. It is the language and logic of our technological world.*

*Mathematical power is the ability to explore, to conjecture, to reason logically and to use a variety of mathematical methods effectively to solve problems.*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Number and Numeration

- Read and write whole numbers up to 1,000,000.
- Read, write and model fractions; solve problems involving fractional parts of a region or collections; describe strategies used.
- Find multiples of 2, 5, 10.
- Use numerical expressions involving one or more of the basic four arithmetic operations to give equivalent names for whole numbers.
- Use manipulatives and drawings to find and represent equivalent names for fractions; use manipulatives to generate equivalent fractions.
- Compare and order whole numbers up to 1,000,000; use manipulatives to order decimals through hundredths; use area models and benchmark fractions to compare and order fractions.

## Operations and Computation

- Demonstrate automaticity with basic addition and subtraction facts and fact extensions.
- Solve problems involving the addition and subtraction of whole numbers and decimals in a money context; describe the strategies used, and explain how they work.
- Demonstrate automaticity with  $\times 0$ ,  $\times 1$ ,  $\times 2$ ,  $\times 5$  and  $\times 10$  multiplication; use strategies to compute remaining facts up to  $10 \times 10$ .
- Solve problems involving the multiplication of 2- and 3-digit numbers by 1-digit whole numbers; describe the strategies used.
- Make reasonable estimates for whole number addition and subtraction problems; explain how the estimates were obtained.
- Recognize and describe change, comparison, and parts-and-total situations; use repeated addition, arrays and skip counting to model multiplication; use equal sharing and equal grouping to model division.

## Data and Chance

- Collect and organize data or use given data to create charts, tables, bar graphs and line plots.
- Use graphs to ask and answer simple questions and draw conclusions; find the maximum, minimum, range, mode and median of a data set.
- Describe events using *certain*, *very likely*, *likely*, *unlikely*, *very unlikely*, *impossible* and other basic probability terms; explain the choice of language.
- Predict the outcomes of simple experiments and test the predictions using manipulatives; express the probability of an event by using " $\frac{\quad}{\quad}$ " out of " $\frac{\quad}{\quad}$ " language.

## Measurement and Reference Frames

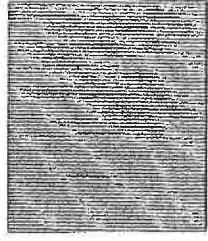
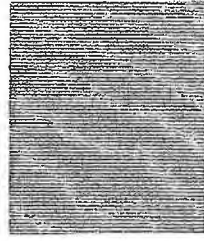
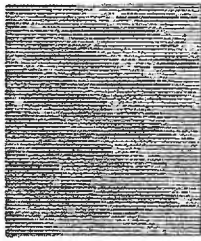
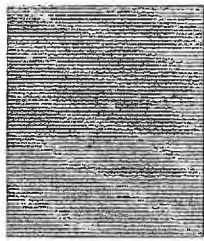
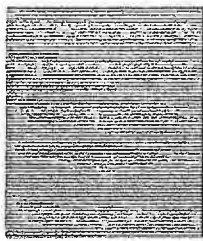
- Estimate length with and without tools - measure length to the nearest  $\frac{1}{2}$  inch and  $\frac{1}{2}$  centimeter; draw and describe angles as records of rotations.
- Describe and use strategies to measure the perimeter of polygons; count unit squares to find the areas of rectangles.
- Tell and show time to the nearest minute on an analog clock; tell and write time in digital notation.

## Geometry

- Identify and draw points, intersecting and parallel line segments, and lines, rays and right angles.
- Identify, describe, model and compare plane and solid figures including circles, polygons, spheres, cylinders, rectangular prisms, pyramids, cones and cubes using appropriate geometric terms, including face, edge, vertex, and base.
- Create and complete two-dimensional symmetric shapes or designs; locate multiple lines of symmetry in a two-dimensional shape.

## Patterns, Functions and Algebra

- Extend, describe, and create numeric patterns; describe rules for patterns and use them to solve problems; use words and symbols to describe and write rules for functions involving addition and subtraction and use those rules to solve problems.
- Read, write, and explain expressions and number sentences using the symbols  $+$ ,  $-$ ,  $\times$ ,  $=$ ,  $<$  and  $>$ ; solve number sentences; write expressions and number sentences to model number stories.
- Recognize that numeric expressions can have different values depending on the order in which operations are carried out; understand that grouping symbols can be used to affect the order in which operations are carried out.
- Describe and apply the Commutative and Associative Properties of Addition, the Commutative Property of Multiplication and the Multiplicative Identity.



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Michigan Curriculum Framework  
A portion of the Vision Statement

# Science

It is important that students come to understand that science is an evidence-based process, as well as learning the main ideas of science. In science, inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation. Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations. Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision-making and the application of science throughout history and within society.

## Force and Motion

**Gravity** - Earth pulls down on all objects with a force called gravity. With very few exceptions, objects fall to the ground no matter where the object is on the Earth.

**Force** - A force is either a push or a pull. The motion of objects can be changed by forces. The size of the change is related to the size of the force. The change is also related to the weight (mass) of the object on which the force is being exerted. When an object does not move in response to a force, it is because another force is being applied by the environment.

**Speed** - An object is in motion when its position is changing. The speed of an object is defined by how far it travels in a standard amount of time.

## Earth Materials

**Earth Materials** - Earth materials that occur in nature include rocks, minerals, soils, water, and the gases of the atmosphere. Some Earth materials have properties which sustain plant and animal life.

**Surface Changes** - The surface of Earth changes. Some changes are due to slow processes, such as erosion and weathering; and some changes are due to rapid processes, such as landslides, volcanic eruptions, and earthquakes.

**Using Earth Materials** - Some Earth materials have properties that make them useful either in their present form or designed and modified to solve human problems. They can enhance the quality of life as in the case of materials used for building or fuels used for heating and transportation.

**Fossils** - Fossils provide evidence about the plants and animals that lived long ago and the nature of the environment at that time.

## Ecosystems

**Life Requirements** - Organisms have basic needs. Animals and plants need air, water, and food. Plants also require light. Plants and animals use food as a source of energy and as a source of building material for growth and repair.

**Interactions** - Organisms interact in various ways including providing food and shelter to one another. Some interactions are helpful; others are harmful to the organism and other organisms.

**Changed Environment Effects** - When the environment changes, some plants and animals survive to reproduce; others die or move to new locations.

**Natural Resources** - The supply of many natural resources is limited. Humans have devised methods for extending their use of natural resources through recycling, reuse, and renewal.

**Human Impact** - Humans depend on their natural and constructed environment. Humans change environments in ways that are helpful or harmful for themselves and other organisms.

## Energy: Light, Heat and Sound

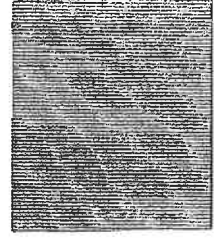
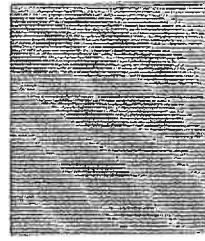
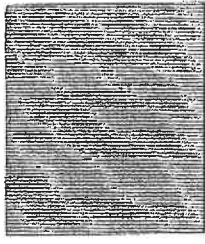
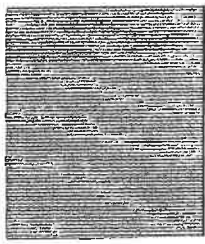
**Forms of Energy** - Heat, light, and sound are forms of energy.

**Light Properties** - Light travels in a straight path. Shadows result from light not being able to pass through an object. When light travels at an angle from one substance to another (air and water), it changes direction.

**Sound** - Vibrating objects produce sound. The pitch of sound varies by changing the rate of vibration.

**Conductive and Reflective Properties** - Objects vary to the extent they absorb and reflect light energy and conduct heat.

**Energy and Temperature** - Increasing the temperature of any substance requires the addition of energy.



# Social Studies

*Social Studies is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a democratic society.*

GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS,  
MICHIGAN DEPARTMENT OF EDUCATION



## Michigan Studies

Third grade students explore the social studies disciplines of history, geography, civics and government, and economics through the context of Michigan studies.

The third grade social studies curriculum introduces the history, geography, government, and economy of Michigan. Students learn about people and events from the past that have influenced the state in which they live. They study the geography of Michigan including the physical and cultural characteristics of different areas of the state. Using the context of their state, students explore human –environment interactions and their consequences. Using a geographic lens, students also examine the movement of people, products, and ideas across the state, and investigate how Michigan can be divided into distinct regions. Economic concepts are applied to the context of Michigan as students explore how Michiganders support themselves through the production, consumption, and distribution of goods and services. The purposes, structure, and functions of state government are introduced. Students explore the relationship between rights and responsibilities of citizens. They examine current issues facing Michigan residents and practice making and expressing informed decisions as citizens. Throughout the year, students locate, analyze, and present data pertaining to the state of Michigan.

Building on prior social studies knowledge and applying new concepts of each social studies discipline to the increasingly complex social environment of their state, the third grade content expectations prepare students for more sophisticated studies of their country and world in later grades.

# Language Arts

*The English language arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of the present, reflect on the past, and imagine the future.*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Genre, Craft, and Conventions of Language

- Narrative focus: legend, folktale, fantasy/adventure, Michigan historical fiction, poetry
- Non-fiction focus: autobiography, personal essay, comparative essay, reference material
- Write narrative using time and setting, roles and functions of heroes and anti-heroes, metaphors and similes to create imagery
- Write expository using italics, bibliography, time lines, photographs, headings and subheadings
- Spell previously taught high frequency words and word wall words correctly. Use correct spelling patterns
- Write legibly in cursive
- Grammar: adjectives and adverbs, pronoun/noun agreement, regular/irregular verbs, transition words to connect ideas
- Punctuation: commas in salutations, dates, addresses and to set off phrases. Use appropriate punctuation in dialogue and capital letters appropriately
- Speak using body animation and well selected vocabulary related to topic

## Literature and Understanding

- Universal themes of change, diversity, and interdependence found in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audiences

- Written and spoken narratives and expository pieces related to universal themes using focus genres
- Vocabulary that defines critical attributes of key concepts of change, diversity, and interdependence and vocabulary relative to English Language Arts

## Skills, Strategies, and Processes

### Strategic Knowledge

- Self-correct
- Decode unknown words
- Determine meaning
- Infer pronunciation
- Use grade level appropriate roots, prefixes and suffixes

### Fluency

- Read familiar texts accurately with proper phrasing, intonation and pauses

### Comprehension

- Use essential comprehension strategies before, during, and after reading, to support proficient, independent reading. These strategies include: make connections, monitor and correct, determine order of importance, visualize, ask questions, make inferences, synthesize

### Writing

- Writing includes six essential traits of writing
- Use writing process

### Research

- Brainstorm, generate and evaluate questions to initiate research related to universal themes
- Gather and use information from sources
- Organize gathered information according to central, key and supporting ideas. Form simple thesis statement and draw conclusions. Exclude irrelevant information

### Metacognition

- Plan and evaluate skills, strategies and processes to construct and convey meaning when reading, listening, speaking and viewing.

### Critical Standards

- Develop apply shared, individual, and expert standards to assess work



# Mathematics

*Mathematics is the science of patterns and relationships. It is the language and logic of our technological world.*

*Mathematical power is the ability to explore, to conjecture, to reason logically and to use a variety of mathematical methods effectively to solve problems*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Number and Numeration

- Read and write whole numbers up to 1,000,000,000 and decimals through thousandths; identify places in such numbers and the values of the digits in those places; translate between whole numbers and decimals represented in words and in base-10 notation.
- Read, write and model fractions; solve problems involving fractional parts of a region or a collection; describe and explain strategies used; given a fractional part of a region or a collection, identify the unit whole.
- Find multiples of whole numbers less than 10; find whole number factors of numbers.
- Use numerical expressions involving one or more of the basic four arithmetic operations and grouping symbols to give equivalent names for whole numbers.
- Use numerical expressions to find and represent equivalent names for fractions and decimals; use and explain a multiplication rule to find equivalent fractions; rename fourths, fifths, tenths, and hundredths as decimals and percents.
- Compare and order whole numbers up to 1,000,000,000 and decimals through thousandths; compare and order integers between -100 and 0, use area models, benchmark fractions, and analyses of numerators and denominators to compare and order fractions.

## Operations and Computation

- Demonstrate automaticity with basic addition and subtraction facts and fact extensions.
- Use manipulatives, mental arithmetic, paper and pencil algorithms, and calculators to solve problems involving the addition and subtraction of whole numbers and decimals through hundredths; describe the strategies used and explain how they work.
- Demonstrate automaticity with multiplication facts through  $10 \times 10$  and proficiency with related division facts; use basic facts to compute fact extensions such as  $30 \times 60$ .
- Use mental arithmetic, paper and pencil algorithms, and calculators to solve problems involving the multiplication of multi-digit whole numbers by 2-digit whole numbers and the division of multi-digit whole by 1-digit whole numbers; describe the strategies used and explain how they work.
- Use manipulatives, mental arithmetic, paper and pencil algorithms, and calculators to solve problems involving the

addition and subtraction of fractions with like and unlike denominators; describe the strategies used.

- Make reasonable estimates for whole number and decimal addition and subtraction problems and whole number multiplication and division problems; explain how the estimates were obtained.
- Use repeated addition, skip counting, arrays, area and scaling to model multiplication and division.

## Data and Chance

- Collect and organize data or use given data to create charts, tables, bar graphs and line plots
- Use the maximum, minimum, range, median, mode, and mean and graphs to ask and answer questions, draw conclusions, and make predictions.
- Describe events using *certain, very likely, likely, unlikely, very unlikely, impossible* and other basic probability terms; use *more likely, equally likely, same chance, 50-50, less likely* and other basic probability terms to compare events; explain the choice of language.
- Predict the outcomes of experiments and test the predictions using manipulatives; summarize the results and use them to predict future events; express the probability of an event as a fraction.

## Measurement and Reference Frames

- Estimate length with and without tools; measure length to the nearest  $\frac{1}{4}$  inch and  $\frac{1}{2}$  centimeter; estimate the size of angles without tools.
- Describe and use strategies to measure the perimeter and area of polygons; to estimate the area of irregular shapes and to find the volume of rectangular prisms.
- Describe relationships among U.S. customary units of length and among metric units of length.
- Use ordered pairs of numbers to name, locate and plot points in the first quadrant of a coordinate grid.

## Geometry

- Identify, draw and describe points, intersecting and parallel line segments, and lines, rays and right, acute and obtuse angles.
- Describe, compare and classify plane and solid figures including polygons, circles, spheres, cylinders, rectangular prisms, cones, cubes and pyramids, using appropriate geometric terms, including vertex, base, face, edge and congruent.
- Identify, describe, and sketch examples of reflections; identify and describe examples of translations and rotations.

## Patterns, Functions and Algebra

- Extend, describe, and create numeric patterns; describe rules for patterns and use them to solve problems; use words and symbols to describe and write rules for functions that involve the four arithmetic operations and use those rules to solve problems.
- Use conventional notation to write expressions and number sentences using the four basic arithmetic operations; determine whether number sentences are true or false; solve open sentences and explain solutions; write expressions and number sentences to model number stories.
- Evaluate numeric expressions containing grouping symbols and nested grouping symbols; insert grouping symbols and nested grouping symbols to make number sentences true.
- Apply the Distributive Property of Multiplication over Addition to the partial products multiplication algorithm.

*Science is a way of making sense of the natural world. As citizens, we are asked to make decisions about social issues that involve science and technology. As workers, we have occupations that increasingly involve science and technology.*

Michigan Curriculum Framework  
A portion of the Vision Statement

# Science

It is important that students come to understand that science is an evidence-based process, as well as learning the main ideas of science. In science, inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation. Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations. Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision-making and the application of science throughout history and within society.

## Magnetism and Electricity

Forms of Energy - Heat, electricity, light, and sound are forms of energy.

Electrical Circuits - Electrical circuits transfer electrical energy and produce magnetic fields.

Magnets - Magnets can repel or attract other magnets. Magnets can also attract magnetic objects. Magnets can attract and repel at a distance.

Conductive and Reflective Properties - Objects vary to the extent they absorb and reflect light energy and conduct heat and electricity.

## Plants

Life Requirements - Organisms have basic needs. Plants need air, water, and food. Plants also require light. Plants use food as a source of energy and as a source of building material for growth and repair.

Structures and Functions - Organisms have different structures that serve different functions in growth, survival, and reproduction. Plant structures include flowers, stems, roots and leaves.

Classification - Plants can be classified on the basis of observable characteristics. Plant characteristics include roots, leaves, stems and flowers

Environmental Adaptation - Different kinds of plants have characteristics that help them to live in different environments. (Examples include leaf shape, thorns, odor, color).

Survival - Individuals of the same kind differ in their characteristics, and sometimes the differences give individuals an advantage in surviving and reproducing. Examples include (color, size, leaf shape)

## Changes of State

States of Matter - Matter exists in several different states: solids, liquids, and gases. Each state of matter has unique physical properties. Gases are easily compressed, but liquids and solids do not compress easily. Solids have their own particular shapes, but liquids and gases take the shape of the container.

Changes in State - Matter can be changed from one state (liquid, solid, gas) to another and then back again. Heating and cooling may cause changes in state.

## Animal Adaptations

Life Requirements - Organisms have basic needs. Animals need air, water, and food. Animals use food as a source of energy and as a source of building material for growth and repair.

Structures and Functions- Organisms have different structures that serve different functions in growth, survival, and reproduction. (Animals use structures for temperature control, support, movement, food-getting and protection.)

Classification - Animals can be classified on the basis of observable characteristics. Animal characteristics include backbones, body coverings and limbs

Environmental Adaptation - Different kinds of animals have characteristics that help them to live in different environments. (Examples include sharp teeth, claws, color, body coverings).

Survival - Individuals of the same kind differ in their characteristics, and sometimes the differences give individuals an advantage in surviving and reproducing. (Examples include color, leg length, size, wing size.)

# Social Studies

*Social Studies is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a democratic society.*

GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS,  
MICHIGAN DEPARTMENT OF EDUCATION

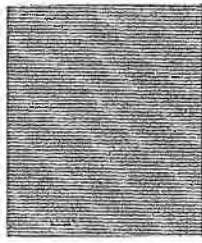


## United States Studies

The fourth grade social studies curriculum introduces students to geographic, economic, and governmental concepts through the lens of the United States. They study the physical geography of the United States as well as the cultural characteristics of regions of the country. Students analyze human systems in the United States by exploring the interaction between the people and their natural environments, the movement of people, products, and ideas, and the distinguishing features of various regions within the country. By focusing on the characteristics of the U.S. economy, students learn fundamental economic concepts and apply these to their own lives. They study economic ties between the United States and other places, and discover how their country is an interdependent part of the global economy. Students are introduced to the purposes, structure, and function of our federal government. They also examine the relationship between the rights and responsibilities of citizens in a democratic republic. Students examine current issues facing the United States and practice making and expressing informed decisions as citizens.

Students work to establish a firm foundation of the geography, economics and government of the United States in preparation for the 5th grade study of United States history next year.





# Language Arts

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Michigan Curriculum Framework  
A portion of the Vision Statement

## Genre, Craft, and Conventions of Language

- Narrative focus: mystery, science fiction, U.S. historical fiction, U.S. tall tales
- Non-fiction focus: newspaper (feature articles, editorials, advertising) persuasive writing
- Write narrative using flashbacks, flash-forward, foreshadowing, red herrings, clues, conflict and resolution
- Write expository using preface, illustrations, graphs/charts, headings/subheadings
- Spell previously taught high frequency words and word wall words correctly. Correctly spell commonly misspelled words
- Write fluidly and legibly in cursive
- Grammar: compound subjects/predicates, direct/indirect objects, interrogative pronouns, transition words to connect ideas
- Punctuation: commas to set off phrases and direct address; colons to introduce list, appropriate use of capital letters
- Speak using body language, tone of voice, pace of speaking

## Literature and Understanding

- Universal themes of compromise, courage, independence found in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audiences

- Written and spoken narratives and expository pieces related to universal themes using focus genres
- Vocabulary that defines critical attributes of key concepts of compromise, courage, and independence and vocabulary relative to English Language Arts

## Skills, Strategies, and Processes

### Strategic Knowledge

- Self-correct
- Decode unknown words
- Determine meaning
- Infer pronunciation
- Use grade level appropriate roots, prefixes and suffixes

### Fluency

- Read familiar texts accurately with proper phrasing, intonation and pauses

### Comprehension

- Use essential comprehension strategies before, during, and after reading, to support proficient, independent reading. These strategies include: make connections, monitor and correct, determine order of importance, visualize, ask questions, make inferences, synthesize

### Writing

- Writing includes six essential traits of writing
- Use writing process

### Research

- Brainstorm, generate and evaluate questions to initiate research related to universal themes
- Gather and use information from a variety of sources
- Use information to support position

### Metacognition

- Plan and evaluate skills, strategies and processes to construct and convey meaning when reading, listening, speaking and viewing.

### Critical Standards

- Evaluate appropriateness of shared, individual and expert standard in order to assess work

# Mathematics

*Mathematics is the science of patterns and relationships. It is the language and logic of our technological world.*

*Mathematical power is the ability to explore, to conjecture, to reason logically and to use a variety of mathematical methods effectively to solve problems.*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Number and Numeration

- Read and write whole numbers and decimals; identify places in such numbers and the values of the digits in those places; use exponential notation to represent whole numbers and decimals.
- Solve problems involving percents and discounts; describe and explain strategies used, identify the unit whole in situations involving fractions.
- Identify prime and composite numbers; factor numbers, find prime factorizations.
- Use numerical expressions involving one or more of the basic four arithmetic operations and grouping symbols and exponents to give equivalent names for whole numbers; convert between base-10, exponential, and repeated factor notation.
- Use numerical expressions to find and represent equivalent names for fractions, decimals and percents; use and explain multiplication and division rules to find equivalent fractions and fractions in simplest form; convert between fractions and mixed numbers; convert between fractions, decimals and percents.
- Compare and order rational numbers, use area models, benchmark fractions, and analyses of numerators and denominators to compare and order fractions and mixed numbers; describe strategies used to compare fractions and mixed numbers.

## Operations and Computation

- Use mental arithmetic, paper and pencil algorithms, and calculators to solve problems involving the addition and subtraction of whole numbers, decimals and signed numbers; describe the strategies used and explain how they work.
- Demonstrate automaticity with multiplication facts and proficiency with division facts and fact extensions.
- Use mental arithmetic, paper and pencil algorithms, and calculators to solve problems involving the multiplication of whole numbers and decimals and the division of multidigit whole numbers by whole numbers; express the remainders as whole numbers or fractions as appropriate; describe the strategies used and explain how they work.
- Use mental arithmetic, paper and pencil algorithms, and calculators to solve problems involving the addition and subtraction of fractions and mixed numbers; describe the strategies used and how they work.
- Use area models, mental arithmetic, paper-and pencil algorithms, and calculators to solve problems involving the multiplication of fractions and mixed numbers; use diagrams, a common denominator method, and calculators to solve problems involving the division of fractions; describe the strategies used.
- Make reasonable estimates for whole number and decimal addition, subtraction, multiplication and division problems and fraction and mixed

number addition and subtraction problems; explain how the estimates were obtained.

- Use repeated addition, arrays, area and scaling to model multiplication and division; use ratios expressed as words, fractions, percents, and with colons; solve problems involving ratios of parts of a set to the whole set.

## Data and Chance

- Collect and organize data or use given data to create bar, line and circle graphs with reasonable titles, labels, keys and intervals.
- Use the maximum, minimum, range, median, mode, and mean and graphs to ask and answer questions, draw conclusions, and make predictions.
- Describe events using *certain, very likely, likely, unlikely, very unlikely, impossible* and other basic probability terms; use *more likely, equally likely, same chance, 50-50, less likely* and other basic probability terms to compare events; explain the choice of language.
- Predict the outcomes of experiments and test the predictions using manipulatives, and summarize the results: compare predictions based on theoretical probability with experimental results; use summaries and comparisons to predict future events; express the probability of an event as a fraction, decimal or percent.

## Measurement and Reference Frames

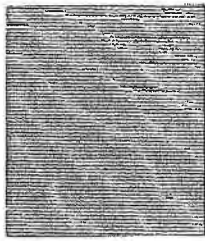
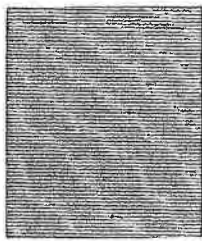
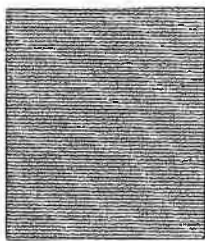
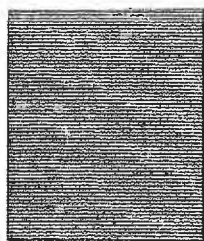
- Estimate length with and without tools; measure length to the nearest  $\frac{1}{8}$  inch and millimeter; estimate the measure of angles with and without tools; use tools to draw angles with given measures.
- Describe and use strategies to find the perimeter of polygons and the area of circles; choose and use appropriate formulas to calculate the area of rectangles, parallelograms, and triangles, and the volume of a prism; define  $\pi$  as the ratio of a circle's circumference to its diameter.
- Describe relationships among U.S. customary units of length; among metric units of length; and among U. S. customary units of capacity.
- Use ordered pairs of numbers to name, locate and plot points in all four quadrants of a coordinate grid.

## Geometry

- Identify, describe, compare, name and draw right, acute, obtuse, straight, and reflex angles; determine angle measures in vertical and supplementary angles and by applying properties of sums of angle measures in triangles and quadrangles.
- Describe, compare and classify plane and solid figures using appropriate geometric terms; identify congruent figures and describe their properties.
- Identify, describe, and sketch examples of reflections; translations and rotations.

## Patterns, Functions and Algebra

- Extend, describe, and create numeric patterns; describe rules for patterns and use them to solve problems; write rules for functions involving the four basic arithmetic operations; represent functions using words, symbols, tables and graphs, and use those representations to solve problems.
- Determine whether number sentences are true or false; solve open number sentences and explain the solutions; use a letter variable to write an open sentence to model a number story; use a pan-balance model to solve linear equations in one unknown.
- Evaluate numeric expressions containing grouping symbols and nested grouping symbols; insert grouping symbols and nested grouping symbols to make number sentences true; describe and use the precedence of multiplication and division over addition and subtraction.
- Describe and apply the properties of arithmetic.



# Science

It is important that students come to understand that science is an evidence-based process, as well as learning the main ideas of science. In science, inquiry involves generating questions, conducting investigations, and developing solutions to problems through reasoning and observation. Inquiry includes an analysis and presentation of findings that lead to future questions, research, and investigations. Reflecting on knowledge is the application of scientific knowledge to new and different situations. Reflecting on knowledge requires careful analysis of evidence that guides decision-making and the application of science throughout history and within society.

## Human Body Systems

- **Animal Systems** - Multicellular organisms may have specialized systems that perform functions which serve the needs of the organism. (Examples of selected systems include digestive, circulatory, respiratory, skeletal, muscular, nervous).

## Astronomy

- **Seasons** - Seasons result from annual variations in the intensity of sunlight and length of day due to the tilt of the axis of the Earth relative to the plane of its yearly orbit around the sun.
- **Solar System** - The sun is the central and largest body in our solar system. Earth is the third planet from the sun in a system that includes other planets and their moons, as well as smaller objects, such as asteroids and comets.
- **Solar System Motion**- Gravity is the force that keeps most objects in the solar system in regular and predictable motion.

## Change Over Time

- **Inherited and Acquired Traits** – The characteristics of organisms are influenced by heredity and environment. For some characteristics, inheritance is more important; for other characteristics, interactions with the environment are more important.
- **Species Adaptation and Survival** - Species with certain traits are more likely than others to survive and have offspring in particular environments. When an environment changes, the advantage or disadvantage of the species' characteristics can change. Extinction of a species occurs when the environment changes and the characteristics of a species are insufficient to allow survival.
- **Relationships Among Organisms** - Similarities among organisms are found in anatomical features, which can be used to infer the degree of relatedness among organisms. In classifying organisms, biologists consider details of internal and external structures to be more important than behavior or general appearance.

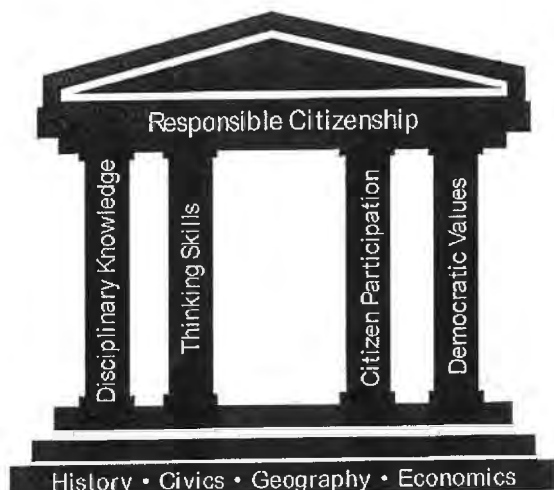
## Force and Motion

- **Force Interactions** - Some forces between objects act when the objects are in direct contact (touching), such as friction and air resistance, or when they are not in direct contact (not touching), such as magnetic force, electrical force, and gravitational force.
- **Force** - Forces have a magnitude and direction. Forces can be added. The net force on an object is the sum of all of the forces acting on the object. The speed and/or direction of motion of an object changes when a non-zero net force is applied to it. A balanced force on an object does not change the motion of the object (the object either remains at rest or continues to move at a constant speed in a straight line).
- **Speed** - Motion can be described by a change in position relative to a point of reference. The motion of an object can be described by its speed and the direction it is moving. The position and speed of an object can be measured and graphed as a function of time.

# Social Studies

*Social Studies is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a democratic society.*

GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS,  
MICHIGAN DEPARTMENT OF EDUCATION



## Early Eras of United States History

The fifth grade social studies content expectations mark a departure from the social studies approach taken in previous grades. Building upon the geography, civics and government, and economics concepts of the United States mastered in fourth grade and historical inquiry from earlier grades, the fifth grade expectations begin a more disciplinary-centered approach concentrating on the early history of the United States.

The fifth grade social studies curriculum is a chronological study of early American history through the adoption of the United States' Bill of Rights. By applying the tools of historians, including the use of primary and secondary sources, students explore how significant events shaped the nation. As they study the meeting of "Three Worlds" they explore interactions among American Indians, Africans, and Europeans in North America and how these interactions affected colonization and settlement of the "New World." They explore how geography of North America influenced daily life and economic activities as the three distinct English colonial regions developed.

Throughout the course, students learn how ideas about government, colonial experiences with self-government, and interactions with Great Britain influenced the decision to declare independence, and will analyze the actions, decisions and reactions of both sides during the Revolutionary War. Students will develop an understanding of the chronology of the events leading up to and during the war and their cause and effect relationships. Finally, students will examine the process of forming the new government of the United States of America, and how the foundational principals of democracy continue to serve us still today.

Grade

6

# Language Arts

*The English language arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of the present, reflect on the past, and imagine the future.*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Genre, Craft, and Conventions of Language

- Narrative focus: adventure, fantasy, folktales, myth, legend
- Non-fiction focus: research project, personal narrative
- Write narrative using good word choice, imagery, voice to develop plot, characters, theme
- Write expository using introductions, summaries conclusions, emotional appeal, strong opinion, credible support
- Analyze and apply rules for spelling
- Identify and use main/subordinate clauses, indefinite pronouns, abstract nouns, reflective pronouns
- Public speaking creates interest and emphasizes key ideas

## Literature and Understanding

- Universal themes of survival, responsibility, relationships in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audiences

- Written and spoken narratives and expository pieces related to universal themes using focus genres
- Vocabulary that defines critical attributes of key concepts of survival, responsibility, relationships and vocabulary relative to English Language Arts

## Skills, Strategies, and Processes

### Comprehension

- Use essential comprehension strategies before, during, and after reading to support proficient, independent reading. These strategies include: making connections, monitoring and correcting, determining order of importance, visualizing, asking questions, making inferences, synthesizing

### Writing

- Writing includes six essential traits of writing
- Use writing process

### Research

- Brainstorm, generate and evaluate questions to initiate research related to universal themes
- Select and use information from a variety of sources that represent several perspectives
- Organize and analyze information
- Present/publish research

### Metacognition

- Plan and evaluate skills, strategies and processes to construct and convey meaning when reading, listening, speaking and viewing.

### Critical Standards

- Analyze purposes and contexts in which shared, individual and expert standards are used in order to assess own work and that of others



## Connected Mathematics Instructional Program

The goal of *Connected Mathematics* is to help students develop mathematical knowledge, understanding and skill, as well as an awareness and appreciation of the rich connections among mathematical strands and between mathematics and other disciplines. Every unit develops a big idea, that is, an important cluster of related concepts, skills, procedures and ways of thinking. Below is an overview of the 6th grade program.

Title of Unit <i>Big Idea</i>	Concept & Skills
<b>Bits &amp; Pieces II</b> <i>Using Rational Numbers: Fractions</i>	Estimating, adding, subtracting, multiplying and dividing fractions.
<b>Data About Us</b>	Collecting, organizing, displaying and analyzing data
<b>Bits &amp; Pieces III</b> <i>Using Rational Numbers: Decimals and Percent</i>	Adding, subtracting, multiplying and dividing decimals, finding percent.
<b>Variables &amp; Patterns</b> <i>Introducing Algebra</i>	Variables; representations of relationships, including tables, graphs, words and symbols.
<b>Filling &amp; Wrapping</b> <i>Introducing Algebra</i>	Volume and surface area of various solids; volume and surface area relationships

### Number and Operations

- Convert from a fraction to a decimal to a percent
- Estimate the sums and differences of fractions
- Solve real life problems involving fractions and decimals
- Efficiently and accurately apply operations with integers in solving problems
- Develop and apply the appropriate method of computation from mental mathematics, estimation, paper/pencil or by using a calculator with integers

### Algebra

- Describe and illustrate the properties of operations with positive and negative numbers
- Simplify expressions and translate between verbal and algebraic expressions
- Model and write algebraic equations
- Solve one- and two-step linear equations
- Discuss whether a solution is reasonable in the context of a problem

### Geometry

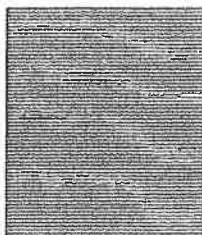
- Construct and classify polygons
- Identify shapes
- Identify a shape when properties are given
- Identify corresponding segments and angles of polygons
- Recognize and describe flips and turns
- Calculate perimeter and area
- Graph a set of ordered pairs in the first quadrant
- Select and use appropriate tools to measure an object
- Estimate measurements in standard and metric units

### Data and Probability

- Explore, predict, graph experimental probability
- Collect and analyze experimental data.
- Define probability
- Compare experimental and theoretical probabilities

Grade

6



# Science

Goals for school science are to educate students who are able to:

- Experience the richness and excitement of knowing about the natural world
- Use appropriate scientific processes and principles in making personal decisions
- Engage intelligently in public discourse and debate about matters of scientific and technological concern
- Increase their productivity through the use of the knowledge, understanding, and skills of the scientifically literate person in their careers

The middle school science curriculum engages students in inquiries designed to increase their interest and understanding, using the "5 E model": engage, explore, explain, extend, evaluate. The following units are based on the National Science Education Standards and address the Michigan Curriculum Framework objectives.

## **Biography of the Earth**

**Unifying Concept:** Forces within the earth can cause continual changes to its surface. Waves, wind, water and ice sculpt the earth's surface to produce distinctive landforms.

### **Key Concepts:**

- It is part of scientific inquiry to evaluate the results of scientific investigations, experiments, observations, theoretical models, and the explanations proposed by other scientists.
- Landforms are the result of combinations of constructive and destructive forces.
- Destructive forces include weathering and erosion.
- Some changes in the solid earth can be described as the "rock cycle."

## **Populations and Ecosystems**

**Unifying Concept:** All organisms and their environment are dependent on each other.

### **Key Concepts:**

- Every species is linked, directly or indirectly, to a great many things in an ecosystem.
- Almost all life on earth is ultimately maintained by transformations of energy from the sun.
- The amount of life any environment can sustain is limited by its most basic resources.

## **Properties of Matter**

**Unifying Concept:** Although substances have different properties, everything is really made up of a relatively few kinds of basic material combined in various ways.

### **Key Concepts:**

- Density is a characteristic property of matter that is independent of the amount of sample.
- Boiling point is a characteristic property of matter that is independent of the amount of sample. Every substance can exist in a variety of different states, depending on temperature and pressure. All but a few substances can also take solid, liquid and gaseous form.
- Solubility and pH levels are characteristic properties of matter that are independent of the amount of sample. A mixture of substances often can be separated into the original substances using one or more of the characteristic properties.

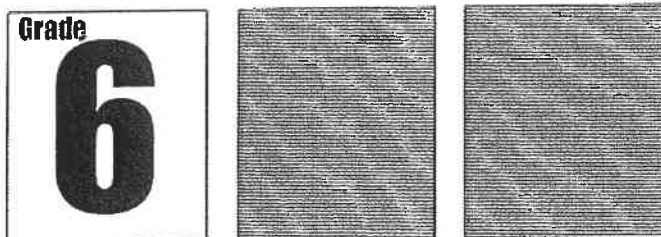
## **Transfer of Energy**

**Unifying Concept:** Energy is a property of many substances and is associated with heat, light, electricity, mechanical motion, sound, nuclei and the nature of a chemical.

### **Key Concepts:**

- Whenever the amount of energy in one place or form diminishes, the amount in another place or form increases by an equivalent amount.
- Transformations of energy usually result in producing some energy in the form of heat, which leaks away by radiation or conduction.
- Sound energy is chiefly the regular back and forth motion of molecules that will vary depending on the medium.
- The sun's energy arrives as light with a range of wavelengths, consisting of visible light, infrared, and ultraviolet radiation. Light interacts with matter by transmission (including refraction), absorption or scattering (including reflection).
- Electrical circuits provide a means of transferring electrical energy when heat, light, sound and chemical changes are produced.

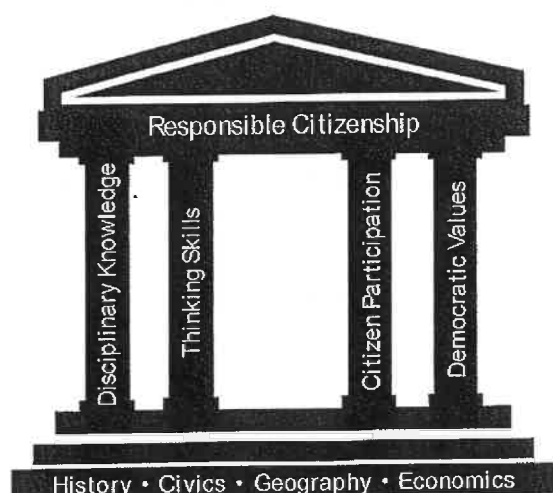




# *Social Studies*

*Social Studies is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a democratic society.*

GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS,  
MICHIGAN DEPARTMENT OF EDUCATION



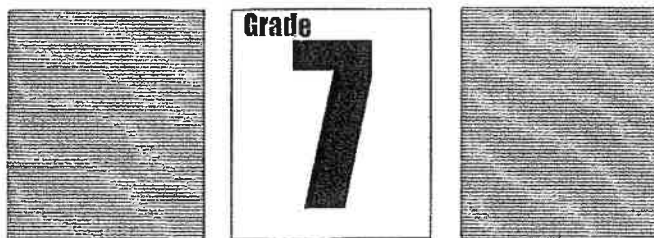
## **Foundations of Social Studies Western Hemisphere Studies Geography, People, Places, and Issues**

The sixth grade social studies curriculum introduces students to cultures of the Western World. Emphasis is placed on the contemporary geography of North America, South America, and Europe and Russia, with a look at Australia and Oceania at the end of the year. Students study the geography of each of these world regions; explore cultural and natural features that characterize each region; trace the movement of people, ideas, and products within the regions; and discover ways that each can be divided into sub-regions.

Historical background is provided to enable students to understand how these regions developed from the past to the present. Differences in governments and economies are examined. The economy of each region and its role in the global economy is explored. Special attention is paid to economic ties with the United States.

Using a variety of media, students compile, analyze, and present geographic and economic data pertaining to the regions. Throughout the course, students study public issues of global significance in the Western World. Through analysis, discussion, and writing, students consider what actions, if any, they and their country should pursue to promote the well being of people who live in these regions.





# Language Arts

*The English language arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of the present, reflect on the past, and imagine the future.*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Genre, Craft, and Conventions of Language

- Narrative focus: realistic fiction, science fiction, poetry
- Non-fiction focus: autobiography/biography, compare/contrast essay
- Write narrative using point of view, description, colloquial language, dialect, dialogue, authentic voice to depict roles of antagonists and protagonists, portray internal/external conflicts and identify abstract themes
- Write expository using titles, captions, graphs and charts with interpretation, diagrams, appendices
- Use correct spelling conventions
- Identify and use adjective/adverbial phrases, relative nouns, superlative and comparative adjectives, commas with appositives, semicolons
- Public speaking elicits audience reaction

## Literature and Understanding

- Universal themes of tolerance, change, and integrity in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audiences

- Written and spoken narratives and expository pieces related to universal themes using focus genres
- Vocabulary that defines critical attributes of key concepts of tolerance, change, integrity and vocabulary relative to English Language Arts

## Skills, Strategies, and Processes

### Comprehension

- Use essential comprehension strategies before, during, and after reading, to support proficient, independent reading. These strategies include: make connections, monitor and correct, determine order of importance, visualize, ask questions, make inferences, synthesize

### Writing

- Writing includes six essential traits of writing
- Use writing process

### Research

- Brainstorm, generate and evaluate questions to initiate research related to universal themes
- Select and use information from a variety of sources that represent several perspectives
- Organize and analyze information
- Present/publish research

### Metacognition

- Plan and evaluate skills, strategies and processes to construct and convey meaning when reading, listening, speaking and viewing.

### Critical Standards

- Compare purposes and contexts in which shared, individual and expert standards are used in order to assess own work and that of others

## Connected Mathematics Instructional Program

The goal of Connected Mathematics is to help students develop mathematical knowledge, understanding and skill, as well as an awareness and appreciation of the rich connections among mathematical strands and between mathematics and other disciplines. Every unit develops a big idea, that is, an important cluster of related concepts, skills, procedures and ways of thinking. Below is an overview of the 7th grade program.

	Concept & Skills
<b>Accentuate the Negative</b> <i>Integers and Rational Numbers</i>	Add, subtract, multiply and divide real numbers; apply properties of operations to perform calculations of positive and negative numbers
<b>Stretching &amp; Shrinking</b> <i>Similarity</i>	Similar figures; scale factors; basic similarity transformations and their algebraic rules.
<b>What Do You Expect?</b> <i>Probability and Expected Value</i>	Expected value; probabilities of two-stage events.
<b>Comparing &amp; Scaling</b> <i>Ratio, Proportion &amp; Percent</i>	Rates and ratios; making comparisons; proportional reasonings.
<b>Moving Straight Ahead</b> <i>Linear Relationships</i>	Recognizing and representing linear relationships in tables, graphs, words and symbols; solving simple linear equations.

### Number and Operations

- Convert from fraction to decimal and decimal to fraction using rational numbers
- Express a number in exponential and standard form
- Solve appropriate consumer problems involving commission, interest, taxes, percent increase, percent decrease and compound growth
- Efficiently and accurately apply operations with all rational numbers in solving problems
- Develop and apply the appropriate method of computation from mental mathematics, estimation, paper/pencil or by using a calculator with rational numbers
- Know which operation to perform in a given situation

### Algebra

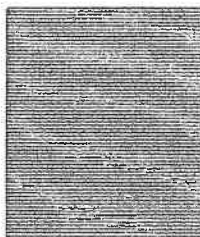
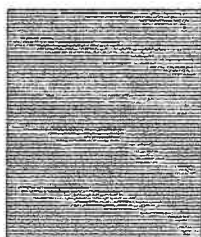
- Write an equation that fits a given graph or table
- Express linear relationships graphically, algebraically and verbally
- Match a graph to a set of values
- Test and evaluate predictions based on observed patterns
- Solve one- and two-step linear equations

### Geometry

- Compare lengths and angles in similar and non-similar figures
- Graph sets of ordered pairs in the four quadrants
- Build, view, draw and describe objects from different perspectives
- Select and use appropriate tools to measure an object
- Create a scale drawing using ratios and proportions
- Use a formula to calculate area and volume
- Select and use appropriate tools to measure an object
- Apply formulas to real world situations
- Identify and classify prisms, pyramids, cylinders, spheres and cones
- Identify the net and what shape it will make
- Use a formula to calculate area and volume

### Data and Probability

- Draw simple tree diagrams to represent possible outcomes of an experiment
- Distinguish between dependent and independent events
- Solve problems by determining the probabilities of two or more dependent events
- Collect, organize and present data using a variety of formats and strategies
- Present data in box and whisker plots, double stem-leaf plots, scattergrams, line graphs and histograms
- Identify and use a process for approaching data analysis problems
- Compare results of repeated samples from the same population, use sampling distributions, measure of center and measures of spread
- Consider how the size of a sample influences the outcome
- Develop and implement a sampling plan



# Science

Goals for school science are to educate students who are able to:

- Experience the richness and excitement of knowing about the natural world
- Use appropriate scientific processes and principles in making personal decisions
- Engage intelligently in public discourse and debate about matters of scientific and technological concern
- Increase their productivity through the use of the knowledge, understanding, and skills of the scientifically literate person in their careers

The middle school science curriculum engages students in inquiries designed to increase their interest and understanding, using the "5 E model": engage, explore, explain, extend, evaluate. The following units are based on the National Science Education Standards and address the Michigan Curriculum Framework objectives.

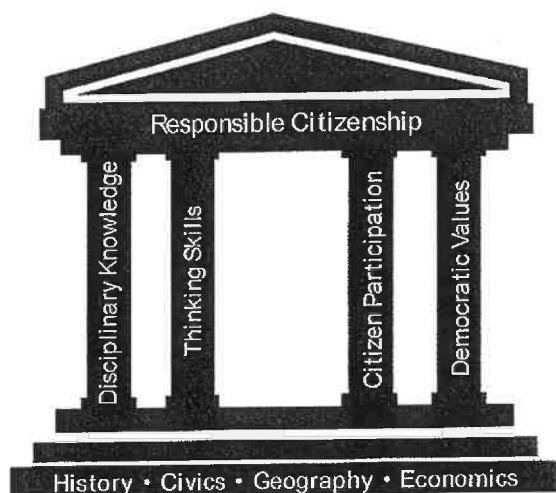
<p><b>Cells</b> <b>Unifying Concept:</b> All organisms are composed of cells, from one cell to many cells. In multicellular organisms, specialized cells perform specialized functions. Organs and organ systems are composed of cells, and function to serve the needs of cells for food, air and waste removal. The way in which cells function is similar in all living organisms.</p> <p><b>Key Concepts:</b></p> <ul style="list-style-type: none"><li>• All organisms are composed of cells (single cell organisms, multicellular organisms).</li><li>• Cells make up different body tissues, organs, and organ systems.</li><li>• Cells in all multicellular organisms are specialized to take in nutrients, which they use to provide energy for the work that cells do and to make the materials that a cell or organism needs.</li><li>• Cells function in a similar way in all organisms.</li></ul>	<p><b>Earth in the Solar System</b> <b>Unifying Concept:</b> The earth is the third planet from the sun in a system that includes the moon, the sun, eight other planets and their moons, and smaller objects. Models are used to demonstrate the motions and interactions of objects in the universe.</p> <p><b>Key Concepts:</b></p> <ul style="list-style-type: none"><li>• A model of something is a simplified imitation of it that we hope can help us understand it better. Different models can be used to represent the same thing. What kind of model to use and how complex it should be depends on its purpose.</li><li>• Gravity is the force that keeps planets in orbit around the sun and governs the rest of motion in the solar system.</li><li>• Most objects in the solar system are in regular and predictable motion. Those motions explain such phenomena as the day, the year, phases of the Moon, eclipses and seasons.</li><li>• The sun, an average star, is the central and largest body in the solar system.</li></ul>
<p><b>Structures and Changes of Matter</b> <b>Unifying Concept:</b> Although substances have different properties, everything is really made up of a relatively few kinds of basic material combined in various ways.</p> <p><b>Key Concepts:</b></p> <ul style="list-style-type: none"><li>• All matter is made up of atoms which are far too small to see directly through a microscope.</li><li>• There are more than 100 classified elements that combine in a multitude of ways to produce compounds that account for the living and non-living substances we encounter</li><li>• Elements do not break down during normal laboratory reactions involving such treatments as heating, exposure to electrical current, or reaction with acids.</li><li>• Substances react chemically in characteristic ways with other substances to form new substances (compounds) with different characteristic properties.</li><li>• In chemical reactions, the total mass is conserved.</li></ul>	<p><b>Transfer of Energy</b> <b>Unifying Concept:</b> Energy is a property of many substances and is associated with heat, light, electricity, mechanical motion, sound, nuclei and the nature of a chemical.</p> <p><b>Key Concepts:</b></p> <ul style="list-style-type: none"><li>• Whenever the amount of energy in one place or form diminishes, the amount in another place or form increases by an equivalent amount.</li><li>• Transformations of energy usually result in producing some energy in the form of heat, which leaks away by radiation or conduction.</li><li>• Sound energy is chiefly the regular back and forth motion of molecules that will vary depending on the medium.</li><li>• The sun's energy arrives as light with a range of wavelengths, consisting of visible light, infrared, and ultraviolet radiation. Light interacts with matter by transmission (including refraction), absorption or scattering (including reflection).</li><li>• Electrical circuits provide a means of transferring electrical energy when heat, light, sound &amp; chemical changes are produced.</li></ul>



# Social Studies

*Social Studies is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a democratic society.*

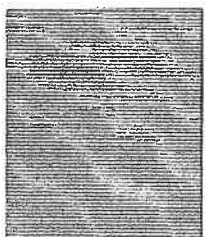
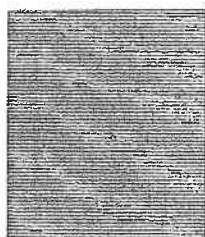
GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS,  
MICHIGAN DEPARTMENT OF EDUCATION



## Eastern Hemisphere Studies Geography, People, Places, and Issues World History Eras I, II, III (Beginnings of human society through 300 C.E) World Religions

The first semester of the seventh grade social studies curriculum introduces students to cultures of the East, with emphasis on the contemporary geography of Africa and Asia. Through the study of geography, students learn the locations of significant places in each of these world regions; explore cultural and natural features that characterize each region; trace movement of people, ideas, and products within the regions; and discover ways that regions can be divided into sub-regions. Historical background is provided to enable students to understand how a region developed from the past to the present. Differences in governments and economies are examined. The economy of each region and its role in the global economy is explored. Using a variety of media, students compile, analyze, and present geographic and economic data pertaining to the regions. Throughout the course, students study public issues of global significance in the East. Through analysis, discussion, and writing, students consider what actions, if any, their country should pursue with respect to these regions.

The second half of the course is devoted to the study of the first three eras in World History. These units lay a foundation for the future study of World History in high school. Calling on the geography, economics, and civics that they have previously studied, students learn about the earliest humans and explore early migration and settlement patterns. Students learn how the emergence of pastoral and agrarian societies set the stage for the development of powerful empires, trade networks, and the diffusion of skills and ideas. The course concludes with a unit of study of different world religions. Students will explore their origins, their spread, and their influence in early world history.



# Language Arts

*The English language arts are the vehicles of communication by which we live, work, share, and build ideas and understandings of the present, reflect on the past, and imagine the future.*

Michigan Curriculum Framework  
A portion of the Vision Statement

## Genre, Craft, and Conventions of Language

- Narrative focus: historical fiction, mystery, drama
- Non-fiction focus: persuasive essay, technical writing
- Write narrative using dialogue flashbacks, imagery, logical resolution, minor characters, redherring (mystery), rising and falling action, symbolism, transitional language
- Write expository using elements from previous grades and preface, illustrations, author's page, examples, marginal notes
- Identify and use participial phrases, dashes, ellipses, gerunds, infinitives
- Use correct spelling conventions
- Public speaking influences audience

## Literature and Understanding

- Universal themes of loyalty, invention/innovation, truth in classic and contemporary literature examined from cultural, personal, and author's perspective

## Creating Communication Products for Various Purposes and Audiences

- Written and spoken narratives and expository pieces related to universal themes using focus genres
- Vocabulary that defines critical attributes of key concepts of loyalty, invention/innovation, truth, and vocabulary relative to English Language Arts

## Skills, Strategies, and Processes

### Comprehension

- Use essential comprehension strategies before, during, and after reading, to support proficient, independent reading. These strategies include: make connections, monitor and correct, determine order of importance, visualize, ask questions, make inferences, synthesize

### Writing

- Writing includes six essential traits of writing
- Use writing process

### Research

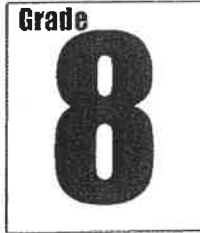
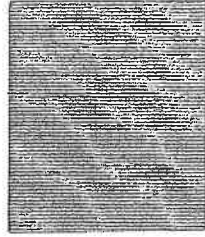
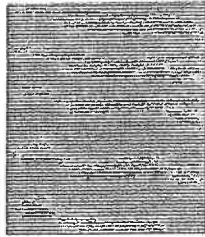
- Brainstorm, generate and evaluate questions to initiate research related to universal themes
- Select and use information from a variety of sources that represent several perspectives
- Organize and analyze information
- Present/publish research

### Metacognition

- Plan and evaluate skills, strategies and processes to construct and convey meaning when reading, listening, speaking and viewing

### Critical Standards

- Compare purposes and contexts in which shared, individual and expert standards are used in order to assess own work and that of others



## Connected Mathematics Instructional Program

The goal of Connected Mathematics is to help students develop mathematical knowledge, understanding and skill, as well as an awareness and appreciation of the rich connections among mathematical strands and between mathematics and other disciplines. Every unit develops a big idea, that is, an important cluster of related concepts, skills, procedures and ways of thinking. Below is an overview of the 8th grade program.

Title of Unit <i>Big Idea</i>	Concept & Skills
<b>Thinking with Mathematical Models</b> <i>Linear and Inverse Variation</i>	Algebraic relationships: linear, inverse, exponential.
<b>Looking for Pythagoras</b> <i>The Pythagorean Theorem</i>	The Pythagorean Theorem; irrational numbers; connecting coordinates, slope, distance and area.
<b>Growing, Growing, Growing</b> <i>Exponential Relationship</i>	Recognize and compare exponential and linear relationships using tables, graphs, and equations
<b>Say It With Symbols</b> <i>Algebraic Reasoning</i>	Equivalent expressions; order of operations; solving linear equations and simple quadratic equations.
<b>Kaleidoscopes, Hubcaps &amp; Mirrors</b> <i>Symmetry and Transformations</i>	Recognize and describe symmetries of figures; perform symmetry transformation of figures including reflections, translations and rotations
<b>The Shapes of Algebra</b> <i>Solving Linear Inequalities</i>	Create and use equations of circles Find solutions to inequalities when given a graph or an equation

### Number and Operations

- Convert from fraction to decimal and decimal to fraction using rational numbers
- Express a number in exponential and standard form
- Solve appropriate consumer problems involving commission, interest, taxes, percent increase, percent decrease and compound growth
- Write inequalities using square roots
- Efficiently and accurately apply operations with all rational numbers in solving problems
- Develop and apply the appropriate method of computation from mental mathematics, estimation, paper/pencil or by using a calculator with rational numbers
- Know which operation to perform in a given situation

### Algebra

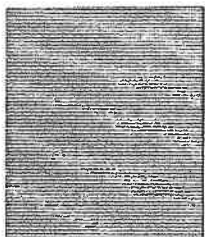
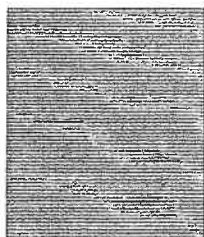
- Write an equation that fits a given graph or table
- Match a graph to a set of values
- Classify patterns as linear, near-linear, non-linear, exponential or quadratic
- Use patterns to solve real world problems
- Solve problems involving exponents and exponential growth
- Express linear relationships graphically, algebraically and verbally
- Test and evaluate predictions based on observed patterns
- Evaluate expressions for a specific value of a variable
- Solve linear equations and inequalities
- Graph values from a table
- Solve simple quadratic equations symbolically
- Develop understanding of equivalent expressions
- Develop awareness of quadratic functions and how to recognize them from patterns in tables, graphs and equations

### Geometry

- Identify data distributions according to the shape of graphs
- Identify the characteristics of various triangles
- Combine, dissect and transform shapes
- Deduce the Pythagorean Theorem through explorations
- Determine the transformations written in a tessellation
- Identify which figures have rotational, reflectional and translational symmetry
- Use Pythagorean Theorem to find areas of squares

### Data and Probability

- Collect, organize and present data using a variety of formats and strategies
- Present data in box and whisker plots, double stem-leaf plots, scattergrams, line graphs and histograms
- Identify and use a process for approaching data analysis problems
- Compare results of repeated samples from the same population, use sampling distributions, measure of center and measures of spread
- Consider how the size of a sample influences the outcome
- Develop and implement a sampling plan



# Science

It is important that students come to understand that science is an evidence-based process, as well as learning the main ideas of science. Science is a way of understanding nature. Scientific research may begin by generating new scientific questions that can be answered through replicable scientific investigations that are logically developed and conducted systematically. Scientific conclusions and explanations result from careful analysis of empirical evidence and the use of logical reasoning. Some questions in science are addressed through indirect rather than direct observation, evaluating the consistency of new evidence with results predicted by models of natural processes. Results from investigations are communicated in reports that are scrutinized through a peer review process.

## **Force and Motion**

### **Position — Time**

An object's position can be measured and graphed as a function of time. An object's speed can be calculated and graphed as a function of time.

### **Velocity — Time**

The motion of an object can be described by its position and velocity as functions of time and by its average speed and average acceleration during intervals of time.

### **Forces and Motion**

#### **Basic Forces in Nature**

Objects can interact with each other by "direct contact" (e.g., pushes or pulls, friction) or at a distance (e.g., gravity, electromagnetism, nuclear).

#### **Net Forces**

Forces have magnitude and direction. The net force on an object is the sum of all the forces acting on the object. Objects change their speed and/or direction only when a net force is applied. If the net force on an object is zero, there is no change in motion (Newton's First Law).

#### **Newton's Third Law**

Whenever one object exerts a force on another object, a force equal in magnitude and opposite in direction is exerted back on the first object.

#### **Forces and Acceleration**

The change of speed and/or direction (acceleration) of an object is proportional to the net force and inversely proportional to the mass of the object. The acceleration and net force are always in the same direction.

## **Energy, Waves, Sound and Light**

### **Energy Transfer**

Moving objects and waves transfer energy from one location to another. They also transfer energy to objects during interactions (e.g., sunlight transfers energy to the ground when it warms the ground; sunlight also transfers energy from the Sun to the Earth).

### **Energy Transformation**

Energy is often transformed from one form to another. The amount of energy before a transformation is equal to the amount of energy after the transformation. In most energy transformations, some energy is converted to thermal energy.

### **Mechanical Wave Propagation**

Vibrations in matter initiate mechanical waves (e.g., water waves, sound waves, seismic waves), which may propagate in all directions and decrease in intensity in proportion to the distance squared for a point source. Waves transfer energy from one place to another without transferring mass.

### **Electromagnetic Waves**

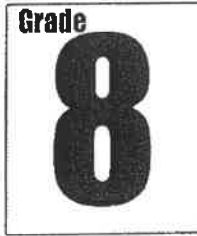
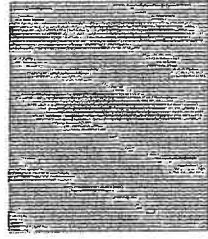
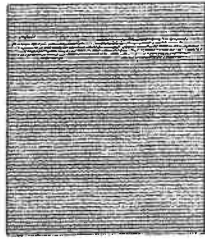
Electromagnetic waves (e.g., radio, microwave, infrared, visible light, ultraviolet, x-ray) are produced by changing the motion (acceleration) of charges or by changing magnetic fields. Electromagnetic waves can travel through matter, but they do not require a material medium. (That is, they also travel through empty space.) All electromagnetic waves move in a vacuum at the speed of light. Types of electromagnetic radiation are distinguished from each other by their wavelength and energy.

### **Wave Behavior — Reflection and Refraction**

The laws of reflection and refraction describe the relationships between incident and reflected/refracted waves.

### **Nature of Light**

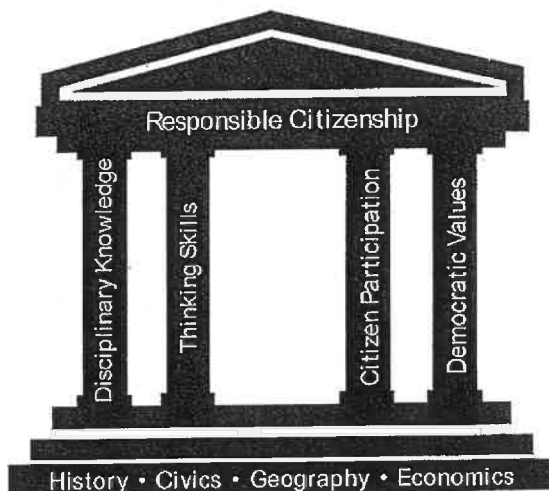
Light interacts with matter by reflection, absorption, or transmission.



# Social Studies

*Social Studies is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a democratic society.*

GRADES K-8 SOCIAL STUDIES CONTENT EXPECTATIONS,  
MICHIGAN DEPARTMENT OF EDUCATION



## **Foundations of a New Nation Expansion and Reform Civil War and Reconstruction America in the last half of the 19th century**

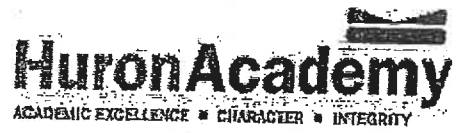
The eighth grade social studies curriculum introduces students to the history of the United States from the Articles of Confederation to the end of the 19th century. Using primary and secondary sources, they explore time and place in nineteenth century America. Beginning with the political and intellectual transformations that preceded the Articles of Confederation, students review the ideas and principles that form the basis of our constitutional republic.

Students further their understanding of American government from an in-depth study of the United States Constitution and the evolution of the government created during its first century. Students explore the challenges faced by the new nation and the role of political and social leaders in meeting these challenges. Students also analyze the nature and effect of territorial, demographic, and economic growth in the 19th century. They analyze and evaluate early attempts to abolish or contain slavery and to realize the ideals of the Declaration of Independence for all. In studying the Civil War and Reconstruction, students evaluate multiple causes, key events, and complex consequences of the war and its aftermath.

Students are introduced to some of the major changes in American society in the last part of the 19th century as they explore large-scale changes over time in the development of the United States. As students examine contemporary public issues during the course, they explore connections to issues of the past. Throughout the course, students learn to use historical evidence to both support historical arguments and to construct historical narratives.



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## Health Curriculum



We will lead our state in educating students to  
thrive in a complex global community.

**Curriculum Map**  
Grade:5<sup>th</sup> Subject :Health

Weeks	Content/IL State Standards	Skills	Assessments (F=formative, S=summative)	Resources & Strategies
1 and 2	22.A.2a 22.A.2b 22.A.2c 22.C.2 24.C.2	Students will be able to explain and Identify four parts of Health  Students will be able to discuss the effect that heredity and environment have on your health.  Students will be able to use preventive health care to protect themselves.  Students will be able to apply refusal skills to everyday life situations	Observations Written Test (S) Quiz (F) Group Work (F)	Textbook: Decisions for Health  PowerPoint Decisions for Health Level Green  Teacher Worksheet s : Heredity, Identify Four Parts of Health, Environmental Health  Differentiated Instruction  Teacher Demonstration  Video Clips <a href="http://www.unitedstreaming.com">www.unitedstreaming.com</a> Heredity: "How it effects your life"  Websites <a href="http://www.cdc.gov">www.cdc.gov</a> <a href="http://www.usda.org">www.usda.org</a> <a href="http://www.who.int">www.who.int</a>
3 and 4	23.A.2 23.C.2 20.A. 2c 20.A.2b	Students will know the six essential nutrients  Students will be able to analyze and read a Nutrition Facts Label  Students will be able to indentify different types of Sports Injuries  Students will understand how their heart rate effects their fitness level	Written Test ( S) Quiz (F) Worksheets (F) Health Journal (F)	Textbook: Decisions for Health  PowerPoint Decisions for Health Level Green  Worksheets : Obesity in Children How to read a food label, How do I know I am injured.  X Ray Activity  Differentiated Instruction  Teacher Demonstration  Video Clips <a href="http://www.unitedstreaming.com">www.unitedstreaming.com</a> --- Wellness Sunrise Productions

				Websites: <a href="http://www.mypyramid.gov">www.mypyramid.gov</a> <a href="http://www.KidsHealth.org">www.KidsHealth.org</a>
5 and 6	23.B.2 23.A.3 23.B.3	Students will know the parts of different body systems (e.g. Digestive System, Circulatory System)  Students will be able to understand the relationships between body system	Quiz (F) Written Test (S) Group Project (S)	Textbook: Decisions for Health  PowerPoint Decisions for Health Level Green  Differentiated Instruction  Teacher Demonstration  Video Clips Human Body In Action Series All Body Systems Covered  <a href="http://www.unitedstreaming.com">www.unitedstreaming.com</a>  Muscular System  Websites <a href="http://www.cdc.gov">www.cdc.gov</a> <a href="http://www.kidshealth.org">www.kidshealth.org</a>

**Curriculum Map**  
Grade 6<sup>th</sup> Subject: Health

Weeks	Content/I.L. State Standards	Skills	Assessments (F=formative, S=summative)	Resources & Strategies
1 and 2	22.A.2c 22.B.2 24.A.2a 24.A.2b	Students will be able to examine and make difficult decisions  Students will be able to use I- Messages to communicate.  Students will be able to apply vocabulary words empathy and tolerance.	Written Test (S) Lesson 2 Quiz (F) Lesson 4 Quiz (F) Worksheets (F)	Textbook: Decisions for Health  PowerPoint Decisions for Health Level Green  Differentiated Instruction  Tiered Assignments  Direct Discussion  Worksheets: Getting Along "I" Messages Concept Map  Websites <a href="http://www.cdc.gov">www.cdc.gov</a>  Video: <a href="http://www.unitedstreaming.com">www.unitedstreaming.com</a> ---Conflicts in School
3 and 4	24.A.2a 24.C.2 23.B.2	Students will understand the negative effects that drugs have on our bodies.  Students will be able to respond to peer pressure in a positive way.  Student will understand the damage that drugs do to not only us but other people in our lives.  Students will know the three eating disorders  Students will understand the importance of Body Image	Written Test (S) Eating Disorders Quiz (F) Gateway Drug Quiz (F) Concept Map Tobacco (F)	Textbook: Decisions for Health  PowerPoint Decisions for Health Level Green  Differentiated Instruction  Tiered Assignments  Direct Discussion  Worksheets Concept Map Gateway Drug Addiction in America  Websites <a href="http://www.cdc.gov">www.cdc.gov</a>

				<a href="http://www.mypyramid.gov">www.mypyramid.gov</a>  Videos <a href="http://www.unitedstreaming.com">www.unitedstreaming.com</a> ---Profiles of Pain: Eating Disorders  ---Discovery Reports on Drug Addiction
5 and 6	23.B.2 22.A.2a 22.A.2b	Student will know how to prevent disease through proper preventive health care.  Students will know causes and symptoms and cures for infectious and non-infectious diseases.  Student will understand the benefit of vaccination.  Students will understand the differences in Infectious and Non Infectious Disease as well as Genetic and Congenital Diseases.	Quiz Types of Disease (F) Written Test (S) Group Disease Project (PowerPoint) (S)	Textbook: Decisions for Health  PowerPoint Decisions for Health Level Green  Differentiated Instruction  Tiered Assignments  Direct Discussion  Concept Map on Diseases  Journal Article "Swine Flu"  Websites <a href="http://www.who.int">www.who.int</a> <a href="http://www.cdc.gov/DiseasesConditions/">http://www.cdc.gov/DiseasesConditions/</a>  Videos <a href="http://www.unitedstreaming.com">www.unitedstreaming.com</a> --- Vaccines

*Curriculum Map*

Week	Content/IL State Standards	Skills	Assessments (F=formative, S=summative)	Resources & Strategies
1 & 2	Infectious Diseases 22A	<ol style="list-style-type: none"> <li>Students will be able to understand the differences between infectious diseases and contagious diseases.</li> <li>Students will be able to understand the three common bacterial infections.</li> <li>Students will be able to understand how viruses infect the body.</li> <li>Students will be able to understand what a STD is.</li> <li>Students will be able to understand the role of hygiene in avoiding infectious diseases.</li> </ol>	Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)	Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids
3&4	Non-infectious Diseases and Disorders 22A	<ol style="list-style-type: none"> <li>Students will be able to understand the three non-infectious causes of diseases.</li> <li>Students will be able to understand the parts of the circulatory system, respiratory system, nervous system, endocrine system, digestive system, urinary system, and the disorders associated with each.</li> <li>Students will be able to identify different parts of the skin, bones, muscles, eyes, and ears.</li> </ol>	Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)	Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids

5&6	Your Personal Safety 22B 22C 22A 24C	<ol style="list-style-type: none"> <li>Students will be able to understand the four most common accidents that happen at home.</li> <li>Students will be able to understand the devices that protect you from fire.</li> <li>Students will be able to understand ways to protect yourself while walking, being outdoors, and during natural disasters.</li> <li>Students will be able to understand the principles surrounding first aid administration.</li> </ol>	Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)	Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids
7 & 8	Teens and Alcohol 23B 24C	<ol style="list-style-type: none"> <li>Students will be able to understand the reasons why teens drink.</li> <li>Students will be able to understand what happens to alcohol in the body.</li> <li>Students will be able to understand how alcohol can lead to bad decisions and violence.</li> <li>Students will be able to understand how alcohol affects a person's ability to drive.</li> <li>Students will be able to understand the factors that can contribute to a person developing alcoholism.</li> <li>Students will be able to understand the pressures to drink that teens face.</li> <li>Students will be able to understand ways to have fun without alcohol.</li> </ol>	Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)	Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids

*Curriculum Map*

Week	Content/IL State Standards	Skills	Assessments (F=formative, S=summative)	Resources & Strategies
1 & 2	Physical Fitness 22A 23A 23C 24C	<ol style="list-style-type: none"> <li>1. Student will be able to describe the five components of physical fitness.</li> <li>2. Students will be able to understand the relationship between exercise and physical fitness.</li> <li>3. Students will be able to describe how conditioning works, the principles of conditioning, and compare and contrast aerobic and anaerobic exercise.</li> <li>4. Students will be able to describe the physical benefits of exercise.</li> <li>5. Students will be able to describe how to test your fitness.</li> <li>6. Students will be able to describe the warning signs of injury and recovery along with ways to protect themselves while exercising.</li> </ol>	Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)	Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids
3 & 4	Eating Responsibly 23A 23B 24C	<ol style="list-style-type: none"> <li>1. Students will be able to understand how the food you eat affects your health.</li> <li>2. Students will be able to understand the six classes of essential nutrients.</li> <li>3. Students will be able to understand the Dietary Guidelines for Americans and the Food Guide Pyramid.</li> <li>4. Students will be able to understand why a healthy body</li> </ol>	Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)	Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids

		<p>image is important.</p> <ol style="list-style-type: none"> <li>Students will be able to understand different unhealthy eating behaviors.</li> <li>Students will be able to understand what affects your healthy weight range.</li> </ol>		
5&6	<p>Medicine and Illegal Drugs</p> <p>23B 24C</p>	<ol style="list-style-type: none"> <li>Students will be able to understand what makes a substance a drug.</li> <li>Students will be able to understand the difference between prescription medicines and OTC meds.</li> <li>Students will be able to understand what drug addiction is and how it happens.</li> <li>Students will be able to understand the difference between stimulants and depressants.</li> <li>Students will be able to understand the most common effects of marijuana.</li> <li>Students will be able to understand the addictive nature of opiates.</li> <li>Students will be able to understand the dangers of using hallucinogens and inhalants.</li> <li>Students will be able to understand examples of designer drugs.</li> <li>Students will be able to understand reasons for remaining drug free.</li> <li>Students will be able to understand how and where to get help.</li> </ol>	<p>Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)</p>	<p>Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids</p>

7 & 8	<p>Building Relationships</p> <p>23C 24A 23B 24C</p>	<ol style="list-style-type: none"> <li>Students will be able to understand proper social skills.</li> <li>Students will be able to understand ways to develop empathy.</li> <li>Students will be able to understand how a family structure can change.</li> <li>Students will be able to understand different influences on teen relationships.</li> <li>Students will be able to understand ways you can build your self esteem.</li> <li>Students will be able to understand the benefits of group dating.</li> </ol>	<p>Lesson Quiz (F) Worksheets (F) Directed Reading Guide (F) Vocabulary Packets (F) Course notebook (F) Miscellaneous projects (F) Unit test (S)</p>	<p>Textbook - Decisions for Health Level Blue Differentiated Instruction Tiered Assignments Group Projects Teacher demonstration Visual aids</p>
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# Physical Education Curriculum K-5



**We will lead our state in educating students to  
thrive in a complex global community.**

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## ELEMENTARY PHYSICAL EDUCATION CURRICULUM OVERVIEW

Huron Academy and the National Association for Sport and Physical Education (NASPE) defines the physically educated person according to these six standards:

**STANDARD 1 • Demonstrates competency in motor skills and movement patterns needed to perform a variety of physical activities.**

### 1a: Locomotor Skills

Objectives: Gallop  
Hop  
Horizontal Jump  
Leap  
Run  
Chase  
Animal Movements  
Basic Stunts  
Skip  
Slide  
Vertical Jump  
Walk  
Dynamic Balance

### 1b: Non-locomotor Skills

Objectives: Static Balance  
Bending  
Straightening  
Rising  
Rocking  
Landing  
Turning  
Rolling  
Curling  
Twisting  
Swinging

### 1c: Object-Control Skills

Objectives: Catching      Instep Kick  
Striking      Hand Dribble  
Foot Dribble      Overhand Throw

Underhand Throw

**STANDARD 2 • Demonstrates understanding of movement concepts, principles, strategies, and tactics as they apply to the learning and performance of physical activities. [ KNOWLEDGE ]**

Objectives: Beneficial Effects of Physical Activity  
Body Parts/Planes/Actions  
Use of Space

STANDARD 3 • Participates regularly in physical activity.

Objectives: Aerobic Activity/Fitness

STANDARD 4 • Achieves and maintains a health-enhancing level of physical fitness. [ FITNESS ]

Objectives: Abdominal/Low Back Strength  
Arm/Shoulder Strength  
Hip/Low Back Flexibility

STANDARD 5 • Exhibits responsible personal and social behavior that respects self and others in physical activity settings.

Objectives:	Compassion for Others	Following Directions
	Cooperation	Respect For Others
	Responsibility	Self-Control

STANDARD 6 • Values physical Activity for health, enjoyment, challenge, self-expression, and/or social interaction.

Objectives: Best Effort  
Constructive Competition

Please Note:

The following movement concepts are aligned directly with the Michigan Department of Education's Grade Level Content Expectations and facilitated by the Exemplary Physical Education Curriculum (EPEC)

# Elementary Physical Education Curriculum

		GRADE LEVEL					
	SKILL	Kdg.	1	2	3	4	5
1	Walk	I		E			E
2	Run/Jog	I		E			E
3	Hop		I	E			E
4	Skip		I	E			E
5	Gallop		I	E			E
6	Slide		I	E			E
7	Leap		I	E			E
8	Flee			I		I	E
9	Chase		I				E
10	Landing	I		E			E
11	Dodging				I		E
12	Falling	I		E			E
13	Pushing	I		E			E
14	Pulling	I		E			E
15	Rocking	I		E			E
16	Twisting	I		E			E
17	Swinging	I		E			E
18	Turning	I		E			E
19	Underhand Throw/Roll	I		E		E	
20	Overhand Throw		I	E			E
21	Overhead Pass				I		E
22	Chest Pass					I	E
23	Bounce Pass	I					E
24	Hand Dribble	I		E			E
25	Striking	I		E			I
26	Set					I	E
27	Bump						E
28	Punt			I			
29	Kick	I	E				E
30	Foot Dribble				I		
31	Instep Kick		I			E	
32	Catching		I	E			E
33	Basic Stunts	I					E
34	Animal Movements	I			E		
35	Jumps	I					E
36	Jumping Rope	I		E			E
37	Endurance (cardio)	I			E	E	E
38	Muscular Strength	I			E	E	E
39	Muscular Endurance	I			E	E	E
40	Flexibility	I			E	E	E

E = Exit Outcome

I = Introduce

# Movement Concepts and Expectations Grades K-5

## Walk

**Michigan Benchmark:** M.MS.00.02

**Content Standard:** 1, 2, and 3

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: walking.

**Skill Definition:**

- There should be a vertical alignment of head, shoulders, and pelvis.
- Transfer weight from heel to ball of foot and rolling to the toes.
- Arms will swing in opposition to legs.

**Exit Outcome:**

K-5 students will demonstrate proper form of walking.

## Run/Jog

**Michigan Benchmark:** M.MS.00.02

**Content Standard:** 1, 2, 3, & 4

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: running/jogging.

**Skill Definition:**

- Arms move in opposition, elbows at 90 degrees, in a relaxed manner.
- Focus eyes at a point in front of the body.
- Obtain a period of non-support between foot contacts.
- Contact ground with heel to toe motion or flat footed.
- Body should be erect.

**Exit Outcome:**

K-5 students will demonstrate proper form of running/jogging.

## Hop

**Michigan Benchmark:** M.MS.01.02

**Content Standard:** 1, 2, and 3

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: hopping.

**Skill Definition:**

- Student will have a slight trunk lean.
- The thigh of the non-support leg swinging forward to assist in the force production.
- Elbows should be flexed and the arm opposite the swing leg move forward to assist in force production.

**Exit Outcome:**

1<sup>st</sup>–5<sup>th</sup> grade students will demonstrate proper form of the hop.

## Skip

**Michigan Benchmark:** M.MS.01.02

**Content Standard:** 1, 2, and 3

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: skipping.

**Skill Definition:**

- Take a step and then hop on one foot followed by a step and then hop on the opposite.
- Move the arms in opposition to the legs.
- Maintain an uneven rhythmical pattern.

**Exit Outcome:**

1<sup>st</sup>–5<sup>th</sup> grade students will demonstrate proper form of skipping.

## Gallop

**Michigan Benchmark:** K.MS.01.02

**Content Standard:** 1, 2, and 3

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: galloping.

**Skill Definition:**

- Step forward with the lead foot with the trailing foot at the rear of the lead foot.
- Attain a period of non-support.
- Move the arms in opposition to the feet.

**Exit Outcome:**

1<sup>st</sup> –5<sup>th</sup> grade students will demonstrate proper form of galloping.



## Slide

**Michigan Benchmark:** K.MS.01.02

**Content Standard:** 1, 2, and 3

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: the slide.

**Skill Definition:**

- Maintain body weight on balls of feet.
- Align hips and shoulders parallel to the direction of travel.
- Step sideways (shoulder width) followed by a drag step of the trailing foot until feet meet.

**Exit Outcome:**

1<sup>st</sup>–5<sup>th</sup> grade students will demonstrate proper form of the slide.

## Leap

**Michigan Benchmark:** K.MS.01.02

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: leaping.

**Skill Definition:**

- Move in a forward and upward direction, pushing off the surface with one foot.
- Extend opposite foot forward in a reaching motion.
- Land on the forward, reaching foot.
- Swing trail leg down and begin movement again on a different leg.

**Exit Outcome:**

1<sup>st</sup>–5<sup>th</sup> grade students will demonstrate proper form of leaping 2 out of 3 times.

## Flee

**Michigan Benchmark:** M.MS.02.02

**Content Standard:** 1, 2, 3 and 5

**Program Goal/Objective:**

Students will demonstrate selected elements of a mature form of the locomotor skill: fleeing.

**Skill Definition:**

- Move away from an object using the proper form of running.
- Arms move in opposition, elbows at 90 degrees, in a relaxed manner.
- Focus eyes at a point in front of the body.
- Obtain a period of non-support between foot contacts.
- Contact ground with heel to toe motion or flat footed.
- Body should be erect.

**Exit Outcome:**

2<sup>nd</sup>–5<sup>th</sup> grade students will demonstrate proper form of fleeing while being safe and aware of surroundings.

## Chase

**Michigan Benchmark:** K.MS.01.02

**Content Standard:** 1, 2, 3 and 5

**Program Goal/Objective:**

Students will identify all the critical elements of the locomotor skill: chase.

**Skill Definition:**

- Move toward an object using the proper form of running.
- Arms move in opposition, elbows at 90 degrees, in a relaxed manner.
- Focus eyes at a point in front of the body.
- Obtain a period of non-support between foot contacts.
- Contact ground with heel to toe motion or flat footed.
- Body should be erect.

**Exit Outcome:**

1<sup>st</sup>–5<sup>th</sup> grade students will demonstrate proper form of chasing while being safe and aware of surroundings.

## **Landing**

**Michigan Benchmark:** M.MS.00.01

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in selected postural non-locomotor and body control skill of landing.

**Skill Definition:**

- Allowing the body to move in a downward direction, often to a squat position.

**Exit Outcome:**

K –5<sup>th</sup> grade students will demonstrate proper form of landing.

## Dodging

**Michigan Benchmark:** K.MS.03.02

**Content Standard:** 1, 2, 3 and 5

**Program Goal/Objective:**

Students will distinguish among the critical elements of the locomotor skill: dodging.

**Skill Definition:**

- An avoidance of an object by moving or shifting quickly aside.

**Exit Outcome:**

3<sup>rd</sup>–5<sup>th</sup> grade students will demonstrate proper form of dodging.

## Falling

**Michigan Benchmark:** \* This is NOT a Michigan Benchmark. This is a benchmark exclusively for PCCS Elementary Physical Education.

**Content Standard:**

N/A

**Program Goal/Objective:**

Students will demonstrate the appropriate way to protect head and limbs during a fall.

**Skill Definition:**

- To drop or descend under the force of gravity to a lower place through lack of support.

**Exit Outcome:**

N/A

## **Pushing**

**Michigan Benchmark:** M.MS.01.01

**Content Standard:** 1, 2 and 4

**Program Goal/Objective:**

Students will demonstrate competence in selected postural non-locomotor and body skill: pushing.

**Skill Definition:**

- A movement away from the body, which implies a steady force being applied by the body part that is performing the push.

**Exit Outcome:**

2<sup>nd</sup>–5<sup>th</sup> grade students will demonstrate knowledge of pushing by the skill definition.



## Pulling

**Michigan Benchmark:** M.MS.01.01

**Content Standard:** 1, 2 and 4

**Program Goal/Objective:**

Students will demonstrate competence in selected postural non-locomotor and body skill: pulling.

**Skill Definition:**

- A steady force towards the body.

**Exit Outcome:**

1<sup>st</sup>–5<sup>th</sup> grade students will demonstrate knowledge of pulling by the skill definition.

## Rocking

**Michigan Benchmark:** M.MS.00.01

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in selected postural non-locomotor and body skill: rocking.

**Skill Definition:**

- A partial shift of weight forward, backward or sideward without a loss of balance.

**Exit Outcome:**

K –5<sup>th</sup> grade students will demonstrate knowledge of rocking by the skill definition.

## **Twisting**

**Michigan Benchmark:** M.MS.01.01

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in selected postural non-locomotor and body skill: twisting.

**Skill Definition:**

- To partially rotate arms, legs, wrists, ankles and neck.

**Exit Outcome:**

K -5<sup>th</sup> grade students will demonstrate knowledge of swinging by the skill definition.

## Swinging

**Michigan Benchmark:** M.MS.00.01

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in selected postural non-locomotor and body skill: swinging.

**Skill Definition:**

- A two-way rhythmical motion of the body or its parts.

**Exit Outcome:**

K–5<sup>th</sup> grade students will demonstrate knowledge of swinging by the skill definition.

## **Turning**

**Michigan Benchmark:** M.MS.01.01

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in selected postural non-locomotor and body skill: turning.

**Skill Definition:**

- The body part (arm, hand, finger, foot, or leg) turns around in a circular movement.

**Exit Outcome:**

1<sup>st</sup>–5<sup>th</sup> grade students will demonstrate knowledge of turning by the skill definition.

## Underhand Throw/Roll

**Michigan Benchmark:** M.MS.00.03

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected manipulative skill:  
underhand throw/roll.

**Skill Definition:**

- In the backswing, use a pendular motion.
- Step toward the target with opposite foot.
- Release the ball with fingers behind the ball.
- Follow through toward the target.

**Exit Outcome:**

K-2nd grade students will demonstrate proper form while performing an underhand throw/roll 2 out of 3 times.

3<sup>rd</sup> – 5<sup>th</sup> grade students will demonstrate proper form while using an underhand throw/roll to hit a target 2 out of 3 times.

## Overhand Throw

**Michigan Benchmark:** K.MS.01.03

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected manipulative skill:  
overhand throw.

**Skill Definition:**

- Rotate to side orientation
- Near complete extension of throwing arm rearward.
- Weight transfers to foot opposite the throwing arm as hand passes above shoulder.
- Sequential hip to shoulder rotation during the throwing motion.
- Follow through beyond the release of the ball.

**Exit Outcome:**

1<sup>st</sup>-2<sup>nd</sup> grade students will demonstrate proper form of the overhand throw  
2 out of 3 times.

3<sup>rd</sup> – 5<sup>th</sup> grade students will demonstrate proper form of the overhand throw  
hitting a target 2 out of 3 times.

## Overhead Pass

**Michigan Benchmark:** M.MS.04.05

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected manipulative skill:  
overhead pass.

**Skill Definition:**

- Begin with one foot in front of the other, hold ball in front of body with thumbs up.
- Hold ball above head, with wrists cocked.
- Take a short step forward, extend arms and snap the wrist, thumbs rotate inward and downward.

**Exit Outcome:**

4<sup>th</sup>–5<sup>th</sup> grade students will demonstrate proper form of the overhead pass  
2 out of 3 times.



## Chest Pass

**Michigan Benchmark:** M.MS.04.05

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: chest pass.

**Skill Definition:**

- The ball is held with both hands at chest level, arms flexed and thumbs pointing upward.
- Step with preferred foot.
- Extend arms at chest level while releasing ball from fingertips with thumbs rotating inward and downward.

**Exit Outcome:**

4<sup>th</sup>–5<sup>th</sup> grade students will demonstrate proper form of the chest pass  
2 out of 3 times.

## **Bounce Pass**

**Michigan Benchmark:** A.PE.00.01

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected manipulative skill:  
Bounce pass.

**Skill Definition:**

- The ball is held with both hands at chest level, arms flexed, and thumbs pointed upward.
- Step with preferred foot, extend arms and thumbs rotating downward, forcefully towards the floor.

**Exit Outcome:**

K–5<sup>th</sup> grade students will demonstrate proper form of the bounce pass  
2 out of 3 times.

## Dribble (Hands)

**Michigan Benchmark:** M.MS.02.04

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: dribbling.

**Skill Definition:**

- The ball is controlled with fingers, not a slap.
- The knees are slightly bent.
- The hands contact the ball with the fingers at waist level.
- Head is up with eyes looking forward.

**Exit Outcome:**

2<sup>nd</sup> – 5<sup>th</sup> grade students will demonstrate proper form of dribbling: stationary, dominant/non-dominant: moving dominant/non-dominant: alternating hands, moving and stationary.

## Striking

**Michigan Benchmark:** M.MS.03.04

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental manipulative skill: striking.

**Skill Definition:**

- The body rotates to side orientation.
- Transfer of body weight from back to front foot with sequential hip and shoulder rotation.
- Contact the object with the hand/implement, following through beyond the point of contact.

**Exit Outcome:**

3<sup>rd</sup> – 5<sup>th</sup> grade students will demonstrate proper form of striking 2 out of 3 times.

## Set

**Michigan Benchmark:** M.MS.05.05

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: setting.

**Skill Definition:**

- Ready position—arms straight out and apart; knees bent; feet shoulder width apart.
- Flex elbows, fingers pointed to ceiling, thumbs together forming a triangle.
- Absorb shock with fingertips and extend arms forward and up.
- Extend legs as arms extend.

**Exit Outcome:**

5<sup>th</sup> grade students will demonstrate proper form of the set 2 out of 3 times.

## **Bump (Forearm Pass)**

**Michigan Benchmark:** M.MS.04.05

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: bump.

**Skill Definition:**

- \*Ready position.
- The ball should be contacted when it is between the knees and waist.
- Contact the ball on the forearms between the wrists and elbows.
- Arms are straight and the thumbs are pointed downward.
- Upon contact, "lift" the body upward by straightening the legs, do not swing forearms upward to hit the ball.
- Do not follow through.

**Exit Outcome:**

4<sup>th</sup> – 5<sup>th</sup> grade students will demonstrate proper form of the bump 2 out of 3 times.

## **Punt**

**Michigan Benchmark:** K.MS.02.04

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: punting.

**Skill Definition:**

- The ball is held with both hands at waist height.
- Use a two step approach.
- The ball is released before the second step.
- Contact the ball with the top of the foot.
- Follow through with swing leg well beyond the contact point.

**Exit Outcome:**

2<sup>nd</sup> – 5<sup>th</sup> grade students will demonstrate proper form of the punt 2 out of 3 times.

## Kick

**Michigan Benchmark:** M.MS.02.04

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: kicking.

**Skill Definition:**

- Take a preliminary step on the non-kicking leg with foot landing next to the ball.
- Show hip extension and knee flexion (of at least 120 degrees) during preliminary kicking motion.
- Contact the ball with toes or laces.
- Forward swing of arm opposite the kicking leg.
- Follow through to a foot position well beyond and above the point of contact.

**Exit Outcome:**

2<sup>nd</sup> – 5<sup>th</sup> grade students will demonstrate proper form of kicking 2 out of 3 times.



## Dribble (Feet)

**Michigan Benchmark:** M.MS.03.04

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: dribbling.

**Skill Definition:**

- Place the non-dribbling foot to the side and near the ball.
- Shift weight and balance of the body to the non-dribbling foot.
- Contact the ball with the inside, outside and/or toes of the dribbling foot in an alternating fashion.
- Project the ball no more than 2 or 3 feet beyond the body.
- Focus eyes forward.

**Exit Outcome:**

3<sup>rd</sup> – 5<sup>th</sup> grade students will demonstrate proper form of the foot dribble.

## Instep Kick

**Michigan Benchmark:** M.MS.01.04

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental object control skill: instep kick.

**Skill Definition:**

- Approach the ball from an angle.
- Place non-kicking foot alongside ball.
- Keep knee of kicking foot fixed in preparation for contact.
- Follow through to a foot position upon contact well above and beyond the point of contact.

**Exit Outcome:**

4<sup>th</sup> – 5<sup>th</sup> grade students will demonstrate proper form of the instep kick 2 out of 3 times.

## Catch

**Michigan Benchmark:** K.MS.02.04

**Content Standard:** 1 and 2

**Program Goal/Objective:**

Students will identify selected critical elements of the manipulative skills:  
catching.

**Skill Definition:**

- Align the feet shoulder width apart with the weight evenly distributed on the balls of the feet.
- Watch the ball throughout its flight.
- Move to a position in line with the path of the ball (if necessary) so the catch can be made in front of the chest.
- Reach with the hands by moving the upper arms and extending the elbows to meet the oncoming ball.
- After object is caught, bring arms toward body.

**Exit Outcome:**

4<sup>th</sup> – 5<sup>th</sup> grade students will demonstrate proper form of catching 2 out of 3 times.  
2<sup>nd</sup> – 3<sup>rd</sup> grade students will demonstrate proper form of catching 3 out of 5 times.

## Basic Stunts (a)

### Log Roll

Michigan Benchmark: A.AN.01.02

Content Standard: 1, 2 and 4

**Program Goal/Objective:**

Students will demonstrate competence in the selected combinations of locomotor, body control, and rhythmical skills: forward roll.

**Skill Definition:**

- Lie on back with arms extended overhead and hands locked together.
- Keep the body in a straight line, roll sideways and return to the starting position.

**Exit Outcome:**

K-2<sup>nd</sup> grade students will demonstrate proper form of the log roll 2 out of 3 times.

## Basic Stunts (b)

### Forward Roll

Michigan Benchmark: A.AN.01.02

Content Standard: 1, 2 and 4

**Program Goal/Objective:**

Students will demonstrate competence in the selected combinations of locomotor, body control, and rhythmical skills: forward roll.

**Skill Definition:**

- From a deep squat, with knees together, place hands on the mat in front of toes.
- Extend legs and lift hips upward.
- Bend arms, lower shoulders to mat and tuck head.
- Keep legs extended and continue to roll.
- When hips contact the mat, come to a squat position reaching forward with hands.

**Exit Outcome:**

K-5<sup>th</sup> grade students will demonstrate proper form of the forward roll 2 out of 3 times.

## Animal Movements

**Michigan Benchmark:** A.AN.01.02

**Content Standard:** 1, 2, 4 and 5

**Program Goal/Objective:**

Students will demonstrate competence in the selected combinations of locomotor, body control, muscular strength and self control skills through animal movements.

**Skill Definition:**

- Appropriate arm movement and control.
- Appropriate trunk movement and control.
- Appropriate head movement and control.
- Appropriate lower body movement and control.
- Appropriate leg movement and control.

**Exit Outcome:**

K-2 Students will identify and demonstrate appropriate animal motions for specified animals.

**Jump (a)**  
**Vertical Jump**

**Michigan Benchmark:** K.MS.00.02

**Content Standard:** 1, 2 and 3

**Program Goal/Objective:**

Students will demonstrate competence in selected postural, non-locomotor and body control skill: vertical jump.

**Skill Definition:**

- Bend downward at the waist with torso.
- Bend at the knees and move arms past hips in a coiling preparatory phase.
- Forcefully push up off of feet and extend arms upward in a reaching motion.
- Leave surface in an airborne state.
- Land on the surface with two feet.

**Exit Outcome:**

K-5<sup>th</sup> grade students will demonstrate proper form of the vertical jump 2 out of 3 times.

**Jump (b)**  
**Horizontal Jump**

**Michigan Benchmark:** K.MS.00.02

**Content Standard:** 1, 2 and 4

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental locomotor skill: horizontal jump.

**Skill Definition:**

- Flex at the hips and knees in a preparatory phase.
- Swing arms down and past the hips.
- Leave the surface, using explosive motion outward and reaching with legs and arms.
- Obtain a state of being airborne.
- Land on two feet, bending at the knees to take the impact of the jump.

**Exit Outcome:**

K-2<sup>nd</sup> grade students will demonstrate proper form of the horizontal jump 2 out of 3 times.

**Jump (c)**  
**Running Long Jump**

**Michigan Benchmark:** K.MS.00.02

**Content Standard:** 1, 2 and 3

**Program Goal/Objective:**

Students will demonstrate competence in the selected fundamental locomotor skill: running long jump.

**Skill Definition:**

- Student will be running.
- Have a one foot take off from plant area, emphasizing height.
- While in air, bring both feet and arms forward.
- Land on both feet with a forward lean.

**Exit Outcome:**

K-5<sup>th</sup> grade students will demonstrate proper form of running long jump 2 out of 3 times.

## Short Rope Jump

**Michigan Benchmark:** M.MS.00.01  
K.RA.00.01

**Content Standard:** 1, 2 and 3

**Program Goal/Objective:**

Students will demonstrate competence in the selected combinations of locomotor, body control, and rhythmical skills.

**Skill Definition:**

- Begin with middle of rope behind your heels and hands holding out handles
- Rotate rope overhead and forward while keeping elbows close to body (swing forward) and rotate hips.
- Jump over rope as the rope descends towards feet.
- Jump high enough to let rope pass under, land on feet.
- Repeat.

**Exit Outcome:**

K-2<sup>nd</sup> grade students will demonstrate forward rope jump, in any form 3 continuous times with out missing, 2 out of 3 times.

3<sup>rd</sup>-5<sup>th</sup> grade students will demonstrate the proper form of ten consecutive jumps 2 out of 3 times.

## Cardiovascular Endurance

**Michigan Benchmark:** A.HR.02.02

**Content Standard:** 1, 2, and 3

**Program Goal/Objective:**

Students will be introduced to aerobic activity to maintain an efficient cardio-respiratory system.

**Skill Definition:**

The ability to demonstrate a variety of physical activities such as walking or running, throughout a sustained period of time based on age, gender, and criterion-referenced standards.

**Exit Outcome:**

3-5 Students will participate in cardiovascular activities that are introduced, promoted, and monitored weekly.



## **Muscular Strength**

**Michigan Benchmark:** A.HR.02.03

**Content Standard:** 1, 2 and 4

**Program Goal/Objective:**

Students will use muscle/muscle group by exerting during contraction.

**Skill Definition:**

- The maximum force muscle/muscle groups can exert during a contraction.

**Exit Outcome:**

3-5 Students will gain more strength through activities, allowing the students to be more successful in daily activities.

## **Muscular Endurance**

**Michigan Benchmark:** A.HR.02.04

**Content Standard:** 1, 2, 3 and 4

### **Program Goal/Objective:**

Students will use muscle groups to exert force against resistance over a sustained given period of time.

### **Skill Definition:**

Using muscle/muscle groups to exert force against a given resistance over a sustained period of time.

### **Exit Outcome:**

3-5 Students will increase muscular endurance by participating in activities, allowing the students to be more successful in daily activities both within physical education class and daily life tasks.

## **Flexibility**

**Michigan Benchmark:** A.HR.02.04

**Content Standard:** 1, 2, 3 and 4

**Program Goal/Objective:**

Students will be able to move joints through the normal full range of motion.

**Skill Definition:**

The ability to move joints through the normal range of motion.

**Exit Outcome:**

3-5 Students will increase flexibility by participating in activities, allowing the students to be more successful in daily activities both within physical education class and daily life tasks.

**SECTION d**

**METHODS OF PUPIL ASSESSMENT**

# FERRIS STATE UNIVERSITY

FERRIS FORWARD

## Charter Schools Office Policy

Adopted: 2010

Revised: 2022

### METHODS OF PUPIL ASSESSMENT

**Ferris State University monitors demonstrated improved pupil academic achievement for all groups of pupils as required by the Revised School Code.**

Ferris State University Charter Schools Office (CSO) requires authorized Academies to administer the following assessments. All academies must adhere to state and federal guidelines for the percent of students to be tested. For the CSO chosen nationally-normed assessment, 95% of students must be assessed.

Grade(s)	Assessment	Subjects
Grade K-2	State-Approved Benchmark Assessment	MDE Mandated Areas
Grades 2-10**	Nationally-Normed Assessment (NWEA MAP)	Math and Reading
Grades 8, 9-10	State-Aligned College Entrance Suite (PSAT 8/9, PSAT 10)	Evidence-Based Reading and Writing, Math
Grade 11	State-Mandated College Entrance and Career Readiness Exams (currently SAT/ACT WorkKeys)	As Mandated by State
Grades 3-8, 11	State-Mandated Assessment (M-STEP)	As Mandated by State (ELA, Math, Science, Social Studies)

\*NWEA® MAP® for Reading, Math, and Language Usage will be provided to the Academies by the Charter Schools Office (CSO). While administration of the K-1 assessment is not required by the CSO, it is available for the Academies to utilize at no charge.

\*\*NWEA is not required for all academies in Grades 9 and 10. Academies follow their individual Goals and Measures.

- All assessments must be in compliance with the Revised School Code.
- The Academy shall properly administer all state-mandated academic assessments identified in the Code.
- The Academy shall properly administer the academic assessments identified in the current contractual Terms and Conditions and adhere to the ethical standards and assessment procedures associated with these assessments in accordance with the requirements detailed in the Master Academic Calendar annually issued by CSO. The Academy must ensure that those individuals involved with the administration of these assessments are properly trained by attending any CSO-offered professional learning.

- The Academy shall authorize the CSO to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information (CEPI), and the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable.

### Strict Discipline Academies

Academies designated as Strict Discipline Academies or Alternative Education Academies as per the Michigan School Code may be exempted from certain parts of these requirements due to their unique nature. In all cases, specific educational goals will be mutually developed and agreed upon by the Academy and the CSO and shall be attached to the Contract. Written reports on the progress of the Academy's goals shall be submitted annually to Epicenter by June 30.

**SECTION e**

**ADMISSION POLICY AND CRITERIA**

## ADMISSION POLICY AND CRITERIA

Revised: April 2018

### Enrollment Information

Charter schools, legally known as public school academies (PSAs) can set maximum enrollment numbers but **cannot pick and choose which students to enroll**. MCL 380.504 (2) is very clear:

(2) A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a school district and may give enrollment priority as provided in subsection (4).

(4) A public school academy may give enrollment priority to one (1) or more of the following:

(a) A sibling of a pupil enrolled in the public school academy.

(b) A pupil who transfers to the public school academy from another public school pursuant to a matriculation agreement between the public school academy and other public school that provides for this enrollment priority, if all of the following requirements are met:

(i) Each public school that enters into the matriculation agreement remains a separate and independent public school.

(ii) The public school academy that gives the enrollment priority selects at least 5% of its pupils for enrollment using a random selection process.

(iii) The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

(c) A child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. As used in this subdivision, "child" includes an adopted child or a legal ward.

**All PSAs must have an Open Enrollment Period of at least two (2) weeks** that include opportunities for students to enroll. Enrollment times must include some evening and weekend



times. (MCL 380.503 (6) (ii)) The Open Enrollment times and information must be advertised. The main purposes of Open Enrollment are to allow currently enrolled students to enroll for next year (guaranteeing them a spot if the family completes the enrollment process), allow new enrollees to submit applications, and establish preliminary student numbers so the school can make staffing and mandated decisions about student admission.

Before Open Enrollment, the **school needs to set enrollment maximums** by building or grade level(s). These grade/building level maximums should be available on the PSA's website, as well as included in their Open Enrollment posted advertisements. Maximums can be stated as either the total number of available slots per grade/building or the current number of openings per grade/building (subtract current enrollees from total maximum number per grade/building). The posting should also indicate that the PSA Board has the ability to change the maximum enrollment numbers per grade/building based on potential enrollees, available staff, and facility limitations.

When the Open Enrollment period ends, the building leader, with input from the Board, must determine if the number of new enrollees (students not currently enrolled) exceeds the number of open slots in a grade, combination of grades, the building, or the district. **The building leader must also add any new enrollees who are siblings of currently enrolled students, whose parent or legal guardian is employed by the school or who is currently on the board of directors, or new enrollees who are part of a matriculation agreement to the currently enrolled number.** These students get enrollment priorities based on MCL 380.504 4(c) and do not need to be placed into the lottery procedure. **If the number of new enrollees DOES NOT EXCEED the number of open slots, no lottery is needed. This means the school has the staff and facility capabilities to educate the combination of currently enrolled students plus the new enrollees. Within two (2) days after the Open Enrollment period ends, the school must submit into Epicenter the Lottery Notification Document. Using the Lottery Notification Document, the school selects "Enrollment maximum not exceeded, no lottery needed."**

**If the number of new enrollees during the Open Enrollment period EXCEEDS the number of open slots, a lottery is needed and must be scheduled within two (2) weeks of the close of the Open Enrollment period.** The building leader must inform the Ferris State University Charter Schools Office (CSO) field representative the time, date, and location of the lottery. **Within two (2) days after the Open Enrollment period ends, the school must submit into Epicenter the Lottery Notification Document. Using the Lottery Notification Document, the school selects "Enrollment maximum exceeded, lottery required."** Field Representatives or a CSO representative attends academies' lotteries to observe and verifies via School Visitation Report. Because an "impartial party" draws the student name cards, the CSO staff member should not actually pick the cards, but observe the process.

Field Representatives must remind their schools to follow the contractual lottery process:

### LOTTERY PROCESS

Place the name and grade (or other system of grouping) of each student registered to enroll on a 3" x 5" card. Also on a card, place the name and grade (or group) of all siblings who have applied for admission.

Sort cards by grade (or group).

Start lottery with either highest grade offered or lowest grade offered.

Place cards, for group to be drawn, in an opaque container large enough to thoroughly mix the cards.

Mix the cards.

Have an impartial party draw the cards.

Announce the name of student drawn on each card and write the name on a numbered roster sheet for that group. (Note: roster sheets should provide for identifying the status that placed the student's name on the sheet, "Drawing" or "Sibling".)

Place sibling name(s) on the appropriate roster sheets. (Note: roster sheets should provide for identifying the status that placed the student's name on the sheet, "Drawing" or "Sibling".)

Remove sibling cards from their drawing group.

Continue the process until available seats for the group are filled.

Continue the process and place the remaining student names on a waiting-list roster for that group in the order they are drawn. **(Note: Do not remove sibling cards from their drawing group when a student is placed on the waiting list. They still have a chance of being selected during the drawing for their group or for another siblings group.)**

Continue the process until all names, for that group, have been drawn.

Repeat the process chronologically for each group until all names for all groups have been drawn and the lottery is concluded.

An initial waiting list is populated during the lottery process above based on the order the student's name was drawn after the grade or building enrollment limit was met. The waiting list for enrollees AFTER the lottery process or Open Enrollment period ends is populated by new enrollees in the order the enrollment process is completed based on date and time. These students are added to the initial waiting list based on the time and date of their enrollment.

Building leaders must inform their field representative when a waiting list is generated. **Field Representatives then inform the CSO that a waiting list has been created** (name of school, grades that have a waiting list, any known plans to add sections/staff/space to eliminate waiting list, etc.) Field representatives periodically review academies' waiting lists and verify on School Visitation Report. There are no Epicenter submissions for waiting lists.

**SECTION f**

**PUBLIC NOTICE OF ENROLLMENT PROCEDURES**

## **PUBLIC NOTICE OF ENROLLMENT PROCEDURES**

**Must contain a statement regarding nondiscrimination.**

Revised: 2019

Recruitment and Public Notice. The Academy will take various steps for advertising its existence and intention to operate as a public school academy. These are listed below:

1. Distribution of flyers announcing the Academy throughout the surrounding community at area churches, community centers, day care institutions, local businesses, community-based organizations and other locations parents and students are likely to frequent.
2. News article in the major local newspapers as to the opening date, enrollment period, overview of the program, and other information pertinent to prospective students and families.
3. Public Service Announcements on local radio and cable.
4. Announcement of the Academy's opening in local area school and community publications.
5. Open House and Kick-Off for the enrollment period including tours of the Academy, overview of the program, examples of planned instructional activities, informal meetings with teachers and administrative staff, and information packets for interested parents.
6. Community Information Meetings to be held at various geographic locations around the county so that the greatest number of parents and students will be informed about the Academy's programs.

**Huron Academy does not discriminate in its enrollment process based on:**

- Race
- Color
- Religion or Creed
- National Origin
- Sex
- Sexual Orientation
- Gender Identity
- Marital Status
- Veteran or Military Status
- Height
- Weight
- Protected Disability
- Genetic Information
- Any other characteristic prohibited by applicable state or federal laws or regulations

**SECTION g**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

**Huron Academy 2023-2024 School Calendar**  
**Preschool – 2<sup>nd</sup> Grade School Day: 8:00-3:15**  
**3<sup>rd</sup> – 8<sup>th</sup> Grade School Day: 8:30-4:00**

*Before- and After-Care service is available Mon-Fri,  
except for some half days and on the last day of school.*

Monday, August 21 – Sep. 1	Teacher in-service workshops
Monday, August 28	Preschool and Kindergarten Open House 2 pm OR 6 pm (Office will call PreK and K families to schedule); 1 <sup>st</sup> and 2 <sup>nd</sup> Grade Open House/Curriculum Night 5 pm – 8 pm
Tuesday, August 29	Middle School Orientation, Noon – 4 pm Classroom assignments will be posted at the school
Wednesday, August 30	3 <sup>rd</sup> – 5 <sup>th</sup> Grade Open House/Curriculum Night and Middle School Orientation 5:00 pm – 8 pm
<b>Tuesday, September 5</b>	<b>School begins - Full Day</b>
Friday, September 15	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Friday, September 29	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Thursday, October 5	Picture Day (tentative)
Friday, October 13	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Friday, October 27	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Thursday, November 2	<b>Half Day-</b> K-2 <sup>nd</sup> grade closes 11:30, 3 <sup>rd</sup> – 8 <sup>th</sup> grade closes Noon <b>Parent Teacher Conferences – <i>After Care Provided</i></b>
Friday, November 3	<b>Half Day-</b> K-2 <sup>nd</sup> grade closes 11:30, 3 <sup>rd</sup> – 8 <sup>th</sup> grade closes Noon <b>- <i>After Care NOT Provided</i></b>
Thursday, November 9	Picture Make-up Day (tentative)
Friday, November 10	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am

### 2023-2024 School Calendar

Wednesday, November 15	Husky Honors Assembly (tentative)
November 20-24	<b>NO SCHOOL – Thanksgiving Break</b>
Monday, November 27	School resumes
Wednesday, December 13	K-2 Holiday Concert
Friday, December 15	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Wednesday, December 20	Utica Holiday Concert
Friday, December 22	K-2 <sup>nd</sup> closes at 3:15, 3 <sup>rd</sup> – 8 <sup>th</sup> at 4 pm for <b>Christmas Break</b>
Monday, January 8	School resumes
Friday, January 12	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Monday, January 15	School closed- <b>Martin Luther King Day</b>
Thursday, January 18	<b>Half Day-</b> K-2 <sup>nd</sup> grade closes 11:30, 3 <sup>rd</sup> – 8 <sup>th</sup> grade closes Noon <b>Parent Teacher Conferences – <i>After Care Provided</i></b>
Friday, January 19	<b>Half Day-</b> K-2 <sup>nd</sup> grade closes 11:30, 3 <sup>rd</sup> – 8 <sup>th</sup> grade closes Noon <b>- <i>After Care NOT Provided</i></b>
January 22 to February 2	Sibling enrollment & re-enrollment for 2024-2025
Friday, January 26	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Wednesday, January 31	Husky Honors Assembly (tentative)
Friday, February 9	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Thursday, February 15	K-2 <sup>nd</sup> closes at 3:15, 3 <sup>rd</sup> – 8 <sup>th</sup> at 4 pm for <b>Mid Winter Break</b>
Tuesday, February 20	School resumes
February 26 to March 15	Open Enrollment for 2023-2024
Friday, March 1	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Monday, March 11	Open Enrollment Lottery (if needed)
Monday, March 11	Kindergarten Round-up



## 2023-2024 School Calendar

Friday, March 15	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Thursday, March 21	<b>Half Day-</b> K-2 <sup>nd</sup> grade closes 11:30, 3 <sup>rd</sup> – 8 <sup>th</sup> grade closes Noon <b>Parent Teacher Conferences – <i>After Care Provided</i></b>
Friday, March 22	<b>Half Day-</b> K-2 <sup>nd</sup> grade closes 11:30, 3 <sup>rd</sup> – 8 <sup>th</sup> grade closes Noon for <b>Spring Break - <i>After Care NOT Provided</i></b>
Monday, March 25 – Friday, March 29	<b>Spring Break</b>
Monday, April 1	School resumes
April 4-5	Husky Honors Assembly (tentative)
Thursday, April 11	Spring Picture Day (tentative)
Friday, April 19	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Friday, May 10	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Friday, May 24	Late Start Fri – K-2 begins 10:28 am, 3 <sup>rd</sup> – 8 <sup>th</sup> begins 10:58 am
Monday, May 27	School closed for <b>Memorial Day</b>
Tuesday, May 28	School resumes
Wednesday, June 5	3 <sup>rd</sup> /4 <sup>th</sup> Grade Concert
Thursday, June 6	5 <sup>th</sup> Grade/Middle School Band/Choir Concert
Tuesday, June 11	Field Day
Wednesday, June 12	Field Day (rain day)
Thursday, June 13	Middle School End-of-Year Celebration
Friday, June 14	Kindergarten Graduation Day <b>Last Day of School</b> for children. It is a <b>Half Day</b> . PreK-2 <sup>nd</sup> grade closes 11:30, 3 <sup>rd</sup> – 8 <sup>th</sup> grade closes Noon - <b><i>After Care NOT Provided</i></b>
Wednesday, June 19	Last day for teachers
Monday, July 22	Academy Summer Camp Begins (tentative)

## ***Day Care Hours***

Kindergarten – 2<sup>nd</sup> grade (Metropolitan Parkway campus)

Before Care Hours ..... 6:30 am – 8 am (breakfast served at 7 am)

After Care Hours ..... 3:30 pm – 6 pm (\$3.50/hr fee applies)

3<sup>rd</sup> – 8<sup>th</sup> grade (Utica Road campus)

Before Care Hours ..... 6:30 am – 8:30 am (breakfast served at 7:30 am)

After Care Hours ..... 4:15 pm – 6:00 pm (\$3.50/hr fee applies)

## **HURON ACADEMY SCHOOL DAY SCHEDULE**

Huron Academy grades K – 2 begin classes at 8:00 a.m. and end at 3:15 p.m.

Huron Academy grades 3-8 begin classes at 8:30 a.m. and end at 4:00 p.m.

K-2

8:00 a.m. - 3:15 p.m.

Lunch/Recess: 10:35 a.m. – 11:55 a.m.

3-8

8:30 a.m. – 4:00 p.m.

Lunch: 10:55 a.m. – 12:21 p.m. (in shifts)

Huron Academy will be operating for 1,203 hours and 180 days.

**SECTION h**

**AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED**

## **AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED**

**HURON ACADEMY** is authorized to serve students in Grades PK - 12. The Academy is enrolling students in Grades PK - 8. All grades might not be enrolled every year.

**CONTRACT SCHEDULE 8**  
**INFORMATION AVAILABLE TO THE PUBLIC**

## **SCHEDULE 8**

### **INFORMATION TO BE PROVIDED BY THE ACADEMY AND/OR EDUCATIONAL SERVICE PROVIDER**

Revised: 2019

A. The following described categories of information are specifically included within those to be made available to the public and the CSO by the Academy in accordance with the current Terms and Conditions of the Contract:

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. List 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 authorizer
11. Copy of curriculum and other educational materials given to the CSO
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 management contract with Education Service Provider
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 as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011



B. 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 the current Terms and Conditions of the Contract:

1. Information Regarding Academy Teachers, Administrators, and Support Staff

- (a) Personal information (name, address, age, sex, marital status, if known)
- (b) Education (highest degree attained, alma mater, certifications, teaching certificates, years of experience in educational systems, etc.)
- (c) Employment record (occupation, rate of pay, seniority, salaries, benefits, disciplinary actions, if any, commendations, special projects directed, supervisory evaluations, etc.)

2. Information Regarding Academy Business Operations

- (a) Financial records and information concerning the operation of the Academy, including without limitation budgets and detailed records of funds received from the State and others, expenditure of those funds, investment of those funds, carryover, contractual arrangements and/or agreements, etc.)
- (b) Financial records and information concerning mortgages and loans to which the Academy is a party.

3. Other Information

- (a) Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Part A above.

TO BE COMPLETED BY MICHIGAN DEPARTMENT OF EDUCATION PUBLIC SCHOOL ACADEMY UNIT	
Date Received by MDE	Academy District/Building Codes

## CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

*Effective on 2/4/2014*

All information on this page is necessary to be eligible for State Aid and to complete the Educational Entity Master									
<b>AUTHORIZER INFORMATION</b>									
Name of Authorizing Body: Ferris State University					Federal Employer ID# of Authorizing Body: 38-6005159				
Contact Person: Ronald Rizzo, Ph.D.					Phone: 231-591-5807			Email: RonaldRizzo@ferris.edu	
<b>TYPE OF AUTHORIZING BODY:</b> <input checked="" type="checkbox"/> State Public University <input type="checkbox"/> Community College <input type="checkbox"/> Intermediate School District <input type="checkbox"/> Local School District/Local Education Agency <input type="checkbox"/> Interlocal Agreement Entity									
<b>PSA ADMINISTRATIVE OFFICE</b>									
Academy Name: Huron Academy					Contract Effective Dates: 7-1-2023 to 6-30-2030 (7 yrs)				
State Corporate ID #: 800855191			Federal Employer ID#: 38-3479017			Data Universal Numbering System (DUNS) 36-1000768			
<b>TYPE OF ACADEMY (check only one)</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 24%;"> <b>Chartered under Part 6a:</b>  <input checked="" type="checkbox"/> Public School Academy (MCL 380.501 et seq.)  <input type="checkbox"/> PSA Replacement from Conversion to 6E (MCL 380.502a(e))         </div> <div style="width: 24%;"> <b>Chartered under Part 6c:</b>  <input type="checkbox"/> Urban High School Academy (MCL 380.521 et seq.)         </div> <div style="width: 24%;"> <b>Chartered under Part 6e:</b>  <input type="checkbox"/> Replication of H.P. School/Program (MCL 380.552(1))  <input type="checkbox"/> Cyber School (MCL 380.552(2))  <input type="checkbox"/> Conversion to a School of Excellence (MCL 380.552(3))         </div> <div style="width: 24%;"> <b>Chartered under 1311b et seq.:</b>  <input type="checkbox"/> Strict Discipline Academy (MCL 380.1311b et seq.)         </div> </div>									
Proposed Enrollment: 621		Grades to Start Academy: PK-06		Number of School Days: 180			<b>SCHOOL CALENDAR</b> First Day: 09/05/2023 Last Day: 06/14/2024		
Free/Reduced Eligible: 61%		Grades Authorized: PK-12		Instructional Hours: 1,203					
Expansion comments, when applicable:									
PSA Administrative Office Address: 11401 Metro Pkwy				City: Sterling Heights		Zip Code: 48312		Website URL: www.huronacademy.org	
Contact Person: Joshua Sobczak		Position: Supt/School Leader		Phone: 586-690-8180 Fax: 586-446-9173			E-Mail: sobczakj@huronacademy.org		
County Name: Macomb			Intermediate School District: Macomb ISD			Local School District: Utica Community Schools			
Educational Service Provider: CS Partners			Address: 869 S. Old US 23, Suite 500			City: Brighton		State: MI	Zip Code: 48114
<b>PSA BOARD PRESIDENT INFORMATION</b>									
Board President Name: Dr. Jeffrey Duchene			Phone: 586-675-9802			E-mail: jeffreyduchene@yahoo.com			
Address: 19199 15 Mile Rd				City: Clinton Township			Zip Code: 48035		

MAIN SITE							
Academy Name: Huron Academy							
Address: 36301 Utica Rd				City: Clinton Township		Zip Code: 48035	
Contact Person: Joshua Sobczak		Position: Supt/School Leader		Phone: 586-446-9170 Fax: 586-446-9173		E-Mail: sobczakj@huronacademy.org	
County Name: Macomb		Intermediate School District: Macomb ISD		Local School District: Utica Community Schools		Grade Configuration: 03-08	
DELEG/LARA Certificate of Use and Occupancy: <input type="checkbox"/> (Final) Date Issued: _____ <input type="checkbox"/> (Temporary) No.: _____ Expiration Date: _____							
SITE 2							
Academy Name: Huron Academy							
Address: 11401 Metro Parkway				City: Sterling Heights		Zip Code: 48312	
Contact Person: Joshua Sobczak		Position: Supt/School Leader		Phone: 586-446-9170 Fax: 586-446-9173		E-Mail: sobczakj@huronacademy.org	
County Name: Macomb		Intermediate School District: Macomb ISD		Local School District: Utica Community Schools		Grade Configuration: PK-02	
DELEG/LARA Certificate of Use and Occupancy: <input type="checkbox"/> (Final) Date Issued: _____ <input type="checkbox"/> (Temporary) No.: _____ Expiration Date: _____							
SITE 3							
Academy Name:							
Address:				City:		Zip Code:	
Contact Person:		Position:		Phone: Fax:		E-Mail:	
County Name:		Intermediate School District:		Local School District:		Grade Configuration:	
DELEG/LARA Certificate of Use and Occupancy: <input type="checkbox"/> (Final) Date Issued: _____ <input type="checkbox"/> (Temporary) No.: _____ Expiration Date: _____							
SITE 4							
Academy Name:							
Address:				City:		Zip Code:	
Contact Person:		Position:		Phone: Fax:		E-Mail:	
County Name:		Intermediate School District:		Local School District:		Grade Configuration:	
DELEG/LARA Certificate of Use and Occupancy: <input type="checkbox"/> (Final) Date Issued: _____ <input type="checkbox"/> (Temporary) No.: _____ Expiration Date: _____							

Attach additional pages for additional sites, if necessary.

Description		Applicability	Sec /Page No. In Contract	Additional Comments
1	<p>Authorizing body to submit <b>contract</b> to state within 10 days of issuance.</p> <p><b>Date Issued:</b> July 1, 2023      <b>Date Received @ MDE:</b>      <b># Days:</b></p>	<p><b>All Academies</b>  <u>Part 6a:</u> 503(4)  <u>Part 6c:</u> 528(1)(b)  <u>Part 6e:</u> 561(1)(b)  1311b et seq; 1311e(3)</p>	<b>Contract Cover Page</b>	
<b>Applicant Information</b>				
2	<ul style="list-style-type: none"> <li>Identification of the <b>person or entity</b> applying for the contract.</li> </ul>	<p><b>All Academies</b>  <u>Part 6a:</u> 502(3)(a)  <u>Part 6c:</u> 522(4)(a)  <u>Part 6e:</u> 552(7)(a)  1311b et seq; 1311d(3)(a)</p>	<b>Tab A</b>	'Resolutions'
3	<ul style="list-style-type: none"> <li>Indication that the “entity” applying for the contract is a nonprofit corporation that has been granted <b>509(a) tax-exempt</b> status.</li> </ul>	<p><b>USHAs</b>  <u>Part 6c:</u> 521(2)(e)</p>	<b>n/a</b>	
4	<ul style="list-style-type: none"> <li>Indication of the state <b>Superintendent of Public Instruction approval</b> of Academy as a replication of a high-performing school or program.</li> </ul>	<p><b>H.P. School/Program</b>  <u>Part 6e:</u> 552(1)(a)</p>	<b>n/a</b>	
5	<ul style="list-style-type: none"> <li>Indication that the “entity” applying for the contract demonstrates experience in delivering a quality education program that improves academic achievement. In determining whether this requirement is met, an authorizing body shall refer to the standards for quality online learning established by the national association of charter school authorizers or other similar nationally recognized standards for quality online learning.</li> </ul>	<p><b>Cyber Schools</b>  <u>Part 6e:</u> 552(2)(c)</p>	<b>n/a</b>	
6	<ul style="list-style-type: none"> <li>Indication that the Public School Academy chartered under Part 6a meets the <b>eligibility criteria to be re-chartered as a School of Excellence (SOE)</b>, as provided for by law.</li> </ul>	<p><b>Conversion of PSA to SOE</b>  <u>Part 6e:</u> 552(3); 552(4)</p>	<b>n/a</b>	
<b>Academy Organization and Incorporation</b>				
7	<p><b>Authorizing Body’s Contract Issuance Resolution</b> adopted by authorizing body, including:</p> <p><b>Adopted:</b> December 16, 2022      <b>Effective Date:</b> July 1, 2023</p>	<p><b>All Academies</b>  <u>Part 6a:</u> 502(3)(b); 503(5)  <u>Part 6c:</u> 522(4)(b); 528(1)(c)  <u>Part 6e:</u> 552(7)(b); 553(4)  1311b et seq; 1311d(3)(b); 1311e(4); 1311(5)(d)</p>	<b>Tab A P. 1</b>	'Resolutions'
8	<ul style="list-style-type: none"> <li>Board of Directors <b>names and description of qualifications</b>, as applicable.</li> </ul>	<p><b>All Academies</b>  <u>Part 6a:</u> 502(3)(b); 503(6)(d)  <u>Part 6c:</u> 522(4)(b)  <u>Part 6e:</u> 552(7)(b); 561(1)(c)  1311b et seq; 1311d(3)(b); 1311e(4)(5)(d)</p>	<b>Tab A P. 4</b>	'Resolutions'

Description	Applicability	Sec /Page No. In Contract	Additional Comments
9	<ul style="list-style-type: none"> <li>• <b>Method of appointment</b> or selection of members of the Board of Directors.</li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 503(5) <u>Part 6c:</u> 528(1)(c) <u>Part 6e:</u> 553(4); 561(1)(c) <u>1311b et seq:</u> 1311d(3)(b); 1311e(4); 1311(5)(d)	<b>Tab A P. 2</b>  ‘Resolutions’
10	<ul style="list-style-type: none"> <li>• <b>Number of members</b> of the Board of Directors.</li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 503(5) <u>Part 6c:</u> 528(1)(c) <u>Part 6e:</u> 553(4); 561(1)(c) <u>1311b et seq:</u> 1311e(4); 1311(5)(d)	<b>Tab A P. 3</b>  ‘Resolutions’
11	<ul style="list-style-type: none"> <li>• <b>Length of term of members</b> of the Board of Directors.</li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 503(5) <u>Part 6c:</u> 528(1)(c) <u>Part 6e:</u> 553(4); 561(1)(c) <u>1311b et seq:</u> 1311e(4); 1311(5)(d)	<b>Tab A P. 2</b>  ‘Resolutions’
12	<ul style="list-style-type: none"> <li>• <b>Citizenship of members</b> of the Board of Directors.</li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 503(5) <u>Part 6c:</u> 528(1)(c) <u>Part 6e:</u> 553(4)	<b>Tab A P. 3</b>  ‘Resolutions’
13	<b>Articles of Incorporation as a Michigan Nonprofit Corporation</b>  File Date: May 5, 2016                      State Corp. ID #: 800855191	<b>All Academies</b> <u>Part 6a:</u> 502(3)(c) <u>Part 6c:</u> 522(4)(c) <u>Part 6e:</u> 552(7)(c) <u>1311b et seq:</u> 1311d(3)(c); 1311d(5)(d)	<b>Tab 1 P. 1</b>  ‘Schedule 1 Articles of Incorp’
14	<ul style="list-style-type: none"> <li>• <b>Name</b> of Academy.</li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 502(3)(c)(i) <u>Part 6c:</u> 522(4)(c)(i) <u>Part 6e:</u> 552(7)(c)(i) <u>1311b et seq:</u> 1311d(3)(c)(i)	<b>Tab 1 P. 1</b>  ‘Schedule 1 Articles of Incorp’
15	<ul style="list-style-type: none"> <li>• <b>Purpose</b> of Academy &amp; pursuant to applicable law that the Academy is a governmental entity of the state.</li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 502(3)(c)(ii) <u>Part 6c:</u> 522(4)(c)(ii) <u>Part 6e:</u> 552(7)(c)(ii) <u>1311b et seq:</u> 1311d(3)(c)(ii)	<b>Tab 1 P. 2</b>  ‘Schedule 1 Articles of Incorp’

Description		Applicability	Sec /Page No. In Contract	Additional Comments
16	Academy bylaws.	<b>All Academies</b> <u>Part 6a:</u> 502(3)(d) <u>Part 6c:</u> 522(4)(d) <u>Part 6e:</u> 552(7)(d) <u>1311b et seq:</u> 1311d(3)(d)	<b>Tab C2</b>	‘Schedule 2 Bylaws’
<b>Fiscal Agent</b>				
17	Designation of <b>fiscal agent</b> .	<b>All Academies</b> <u>Part 6a:</u> 507(3) <u>Part 6c:</u> 528(3) <u>Part 6e:</u> 561(3) <u>1311b et seq:</u> 1311l(1)	<b>Tab C3</b> <b>Sec. 1.01</b> <b>P. 1</b>	‘Schedule 3 Fiscal Agent Agreement’
18	<b>Duties</b> of fiscal agent.	<b>All Academies</b> <u>Part 6a:</u> 507(3) <u>Part 6c:</u> 528(3) <u>Part 6e:</u> 561(3) <u>1311b et seq:</u> 1311l(1)	<b>Tab C3</b> <b>Sec. 2.01-</b> <b>2.04</b> <b>P. 2-3</b>	‘Schedule 3 Fiscal Agent Agreement’
19	Authorizer <b>administrative fee</b> of up to 3% of total State Aid.	<b>All Academies</b> <u>Part 6a:</u> 502(6) <u>Part 6c:</u> 522(7) <u>Part 6e:</u> 552(10) <u>1311b et seq:</u> 1311d(6)	<b>Tab C4</b> <b>Sec. 4.01</b> <b>P. 5</b>	‘Schedule 4 Oversight Agreement’
<b>Compliance with Applicable Law and Disclosure of Public Information</b>				
20	Prohibition on the Academy charging <b>tuition</b> .	<b>All Academies</b> <u>Part 6a:</u> 504(2) <u>Part 6c:</u> 524(2) <u>Part 6e:</u> 556(2) <u>1311b et seq:</u> 1311g(2)	<b>Tab B</b> <b>Sec. 7.1</b> <b>P. 16</b>	‘Terms & Conditions’
21	To the extent disqualified under law, a prohibition from Academy being organized by church or other <b>religious</b> organization and having organizational or contractual affiliation with or constitute a church or other religious organization.	<b>All Academies</b> <u>Part 6a:</u> 502(1); 1217 <u>Part 6c:</u> 522(1); 1217 <u>Part 6e:</u> 552(5); 1217 <u>1311b et seq:</u> 1311d(1); 1217	<b>Tab B</b> <b>Sec. 6.11</b> <b>P. 15</b>	‘Terms & Conditions’
22	Certification/Agreement signed by an authorized member of the Academy Board stating they <b>will comply with the contract and all applicable law</b> .	<b>All Academies</b> <u>Part 6a:</u> 503(6)(i) <u>Part 6c:</u> 523(2)(d) <u>Part 6e:</u> 553(5)(h) <u>1311d:</u> 1311d(3)(h)	<b>Tab B</b> <b>P. 41</b>	‘Terms & Conditions’  Signature Page

Description	Applicability	Sec /Page No. In Contract	Additional Comments
23	The methods by which the Academy will be <b>held accountable</b> .	<b>All Academies</b> <u>Part 6a:</u> 503(6)(a) <u>Part 6c:</u> 523(2)(a) <u>Part 6e:</u> 553(5)(a) <u>1311b et seq:</u> 1311e(5)(a)	<b>C4</b> ‘Schedule 4 Oversight Agreement’
24	Description of method to be used to monitor the Academy’s compliance with <b>applicable law</b> and its performance in meeting its targeted <b>educational objectives</b> .	<b>All Academies</b> <u>Part 6a:</u> 503(6)(b) <u>Part 6c:</u> 523(2)(b) <u>Part 6e:</u> 553(5)(b) <u>1311b et seq:</u> 1311e(5)(b)	<b>Tab 7b</b> ‘Educational Goals Policy’  <b>Tab 7d</b> ‘Methods of Pupil Assessment’
25	Requirement that all Academy property must be <b>insured</b> .	<b>All Academies</b> <u>Part 6a:</u> 1269 <u>Part 6c:</u> 523(2)(k)(vi); 1269 <u>Part 6e:</u> 553(5)(l)(vi); 1269 <u>1311b et seq:</u> 1269	<b>Tab B</b> <b>Sec. 11.9</b> <b>P. 28</b> ‘Terms & Conditions’
26	Requirement & procedure for <b>annual CPA financial audit</b> in accordance with generally accepted governmental auditing principles.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(g) <u>Part 6c:</u> 523(2)(g) <u>Part 6e:</u> 553(5)(h) <u>1311b et seq:</u> 1311e(5)(h)	<b>Tab B</b> <b>Sec. 6.8</b> <b>P. 14</b> ‘Terms & Conditions’
27	Length of <b>contract term</b> and standards for reauthorization.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(h) <u>Part 6c:</u> 522(3); 523(2)(p) <u>Part 6e:</u> 561(4) <u>1311b et seq:</u> 1311e(5)(i)	<b>Tab A</b> <b>P. 1</b> ‘Resolutions’  <b>Tab B</b> <b>Sec 3.8</b> <b>P. 7-8</b> ‘Terms & Conditions’
28	Description of the process for <b>amending the contract</b> during the term of the contract.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(c) <u>Part 6c:</u> 523(2)(c) <u>Part 6e:</u> 553(5)(c) <u>1311b et seq:</u> 1311e(5)(c)	<b>Tab B</b> <b>Sec. 9.1-9.7</b> <b>P.16-18</b> ‘Terms & Conditions’
29	Requirement that the Academy Board shall <b>make information about its operation and management</b> available to the public and authorizing body.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(l) <u>Part 6c:</u> 523(2)(j) <u>Part 6e:</u> 553(5)(k) <u>1311b et seq:</u> 1311e(7)(f)	<b>Tab 8</b> ‘Schedule 8 Information Available to the Public’

Description		Applicability	Sec /Page No. In Contract	Additional Comments
30	Requirement that the Board of Directors of a Public School Academy (including Cyber Schools) that operates an online or other distance learning program shall submit a monthly report to MDE, in a form and manner prescribed by MDE, that reports the number of pupils enrolled in the online or distance learning program, during the immediately preceding month.	<b>All Academies</b> <u>Part 6e:</u> 552(20)	<b>Tab 7c P. 1</b>	No online or other distance learning components.
31	Requirement that the Academy Board shall collect, maintain and make available to the public and authorizing body <b>information concerning the operation and management</b> of the Academy, as provided for by law.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(m) <u>Part 6c:</u> 523(2)(k) <u>Part 6e:</u> 553(5)(l) <u>1311b et seq:</u> 1311e(7)(f)	<b>Tab B Sec. 11.27 P. 32</b>	‘Terms & Conditions’
32	Requirement that the Board shall report to the authorizing body a current list of teachers and school administrators working at the Academy that includes their individual salaries.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(m)(iv) <u>Part 6c:</u> 523(2)(k)(iv) <u>Part 6e:</u> 553(5)(l)(iv) <u>1311b et seq:</u> 1311e(7)(f)	<b>Tab 8 P. 2</b>	‘Schedule 8 Information Available to the Public’
33	Statement that Academy shall <b>comply with all applicable law.</b>	<b>All Academies</b> <u>Part 6a:</u> 503(7); MCL 15.322 <u>Part 6c:</u> 523(3); 528(1)(d) <u>Part 6e:</u> 552(7)(h); 553(6) <u>1311b et seq:</u> 1311d(3)(h); 1311e(6)	<b>Tab B Sec. 8.1 P. 16</b>	‘Terms & Conditions’
34	Statement that Academy Board shall ensure compliance with the requirements of <b>1968 PA 317</b> , MCL. 15.321 to 15.330.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(j) <u>Part 6c:</u> 523(2)(h) <u>Part 6e:</u> 553(5)(i) <u>1311b et seq:</u> 1311e(7)(f)	<b>Tab B Sec. 11.29 P. 33</b>	‘Terms & Conditions’
<b>Academy Governance, Operation, and Educational Program</b>				
35	<b>Governance</b> structure of the Academy.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(d) <u>Part 6c:</u> 522(4)(e)(i) <u>Part 6e:</u> 552(7)(e)(i) <u>1311b et seq:</u> 1311d(3)(e)(i); 1311e(5)(d); 1311d(3)(v)(f)	<b>Tab 7a</b>	‘Governance Structure of Public School Academy’
36	The role of the <b>contract administrator</b> of the Academy, if applicable.	<b>USHAs</b> <u>Part 6c:</u> 529(c)	<b>n/a</b>	
37	Educational goals <b>of the Academy that include demonstrated improved pupil academic achievement for all groups of pupils.</b>	<b>All Academies</b> <u>Part 6a:</u> 502(3)(e)(ii); 503(6)(a) <u>Part 6c:</u> 522(4)(e)(ii); 523(2)(a) <u>Part 6e:</u> 552(7)(e)(ii); 553(5)(a) <u>1311b et seq:</u> 1311d(3)(e)(ii); 1311e(5)(a)	<b>Tab 7b</b>	‘Educational Goals Policy’



Description	Applicability	Sec /Page No. In Contract	Additional Comments
38	<b>Curricula</b> offered at the Academy. This section must contain the entire curriculum.	<b>All Academies</b> <u>Part 6a:</u> 502(3)(e)(ii) <u>Part 6c:</u> 522(4)(e)(ii) <u>Part 6e:</u> 552(7)(e)(ii) <u>1311b et seq:</u> 1311d(3)(e)(ii); 1311e(5)(d)	<b>Tab 7c</b>  ‘Curriculum’
39	<b>Methods of pupil assessment</b> at the Academy (MEAP and MME, as applicable, as a minimum).	<b>All Academies</b> <u>Part 6a:</u> 503(6)(a) <u>Part 6c:</u> 522(4)(c)(ii); 523(2)(a) <u>Part 6e:</u> 552(7)(e)(ii); 553(5)(a) <u>1311b et seq:</u> 1311d(3)(e)(ii); 1311e(5)(a)	<b>Tab 7d</b>  ‘Methods of Pupil Assessment’
40	<b>Student admission policy, criteria and enrollment process</b> , as applicable per type of academy.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(d) <u>Part 6c:</u> 522(4)(e)(iii); 523(2)(m); 528(1)(g) <u>Part 6e:</u> 552(7)(e)(iii); 553(5)(o); 561(1)(g) <u>1311b et seq:</u> 1311d(3)(e)(ii); 1311e(5)(d)	<b>Tab 7e</b>  ‘Admission Policy and Criteria’
41	<b>Matriculation agreement</b> , if applicable.	<b>All PSAs; All SOEs</b> 20 U.S.C. 7221i(1)(k) <u>Part 6a:</u> 504(4)(b) <u>Part 6e:</u> 556(4)(b)	<b>Tab B</b> <b>Sec. 6.14</b> <b>P. 15</b>  ‘Terms & Conditions’
42	<b>School calendar and school day</b> schedule.	<b>All Academies, except Cyber Schools</b> <u>Part 6a:</u> 502(3)(e)(iv) <u>Part 6c:</u> 522(4)(e)(iv) <u>Part 6e:</u> 552(7)(e)(iv) <u>1311b et seq:</u> 1311d(3)(e)(iv); 1311e(5)(d)	<b>Tab 7g</b>  ‘School Calendar and School Day Schedule’
43	Observance of <b>holidays</b> and other required commemorative occasions.	<b>All Academies</b> <u>Part 6a:</u> 1175 <u>Part 6c:</u> 1175 <u>Part 6e:</u> 1175 <u>1311b et seq:</u> 1175	<b>Tab 7g</b>  ‘School Calendar and School Day Schedule’
44	<b>Age or Grade</b> range of students to be enrolled.	<b>All Academies</b> <u>Part 6a:</u> 502(3)(e)(v) <u>Part 6c:</u> 522(4)(e)(v) <u>Part 6e:</u> 552(7)(e)(v) <u>1311b et seq:</u> 1311d(3)(e)(v)	<b>Tab 7h</b>  ‘Age or Grade Range of Pupils to be Enrolled’

Description		Applicability	Sec /Page No. In Contract	Additional Comments
<b>Academy Location</b>				
45	Identification of <b>LEA and ISD</b> where academy will be located.	<b>All Academies</b> MCL 388.1620 <u>Part 6a:</u> 502(3)(g) <u>Part 6c:</u> 522(4)(c)(v) <u>Part 6e:</u> 552(7)(g) <u>1311b et seq:</u> 1311d(3)(e)(v); 1311e(5)(d)	<b>Tab C6</b>	‘Schedule 6 Physical Plant Description’
46	Description of and address of <b>proposed building(s)</b> where Academy will be located.	<b>All Academies</b> <u>Part 6a:</u> 502(3)(i) <u>Part 6c:</u> 522(4)(g) <u>Part 6e:</u> 552(7)(i); 553(5)(f) <u>1311b et seq:</u> 1311d(3)(j); 1311e(5)(g)	<b>Tab C6 P. 1</b>	‘Schedule 6 Physical Plant Description’
47	<b>Financial commitment</b> of applicant to the Academy’s facility.	<b>USHAs</b> Part 6c: 522(4)(g); 523(2)(f)	<b>n/a</b>	
48	A statement that the Academy will operate at <b>single site or multiple sites</b> with specific addresses and respective grade configurations as provided for in the contract and with applicable law, including the Academy’s central administrative offices if applicable.	<b>All Academies</b> <u>Part 6a:</u> 504(1) <u>Part 6c:</u> 524(1) <u>Part 6e:</u> 556(1) <u>1311b et seq:</u> 1311g(1)	<b>Tab. B 6.9 P. 14 &amp; Sec. 11.23 P. 30</b>  <b>Tab C6</b>	‘Terms & Conditions’  ‘Schedule 6 Physical Plant Description’
49	A requirement that the board of directors of the public school academy shall collect, maintain, and make available to the public and the authorizing body, in accordance with applicable law and the contract, information concerning the operation and management of the public school academy including copies of facility leases or deeds, or both, and of any equipment leases.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(m)(vii) <u>Part 6c:</u> 523(2)(k)(vii) <u>Part 6e:</u> 553(5)(1)(vii) <u>1311b et seq:</u> 1311e(6)(f)	<b>Tab B Sec 6.9 P. 14</b>  <b>Tab 8</b>	‘Terms & Conditions’  ‘Schedule 8 Information Available to Public’
<b>Staffing and Position Descriptions</b>				
50	<b>Descriptions of staff</b> responsibilities.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(d) <u>Part 6c:</u> 524(f) <u>Part 6e:</u> 552(7)(f) <u>1311b et seq:</u> 1311d(3)(f)	<b>Tab C5</b>	‘Description of Staff Respons’

Description		Applicability	Sec /Page No. In Contract	Additional Comments
51	Requirement specifying <b>prohibited family relationships</b> consistent with applicable law.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(k) <u>Part 6c:</u> 523(2)(i) <u>Part 6e:</u> 553(5)(j) <u>1311b et seq:</u> 1311e(6)(f)	<b>Tab B</b> <b>Sec. 11.30</b> <b>P. 33-34</b>	‘Terms & Conditions’
52	Academy shall use <b>certificated teachers</b> according to state board rule.	<b>All Academies</b> <u>Part 6a:</u> 505(1) <u>Part 6c:</u> 526(1) <u>Part 6e:</u> 553a(3); 559(1) <u>1311b et seq:</u> 1311j(1)	<b>Tab. B</b> <b>Sec. 11.1</b> <b>P. 25</b>	‘Terms & Conditions’
53	Academy may use <b>non-certificated teachers</b> as the law allows.	<b>All Academies</b> <u>Part 6a:</u> 505(1); 505(2) <u>Part 6c:</u> 526(1); 526(2) <u>Part 6e:</u> 559(1); 559(2) <u>1311b et seq:</u> 1311j(1); 1311j(2)	<b>Tab. B</b> <b>Sec. 11.1</b> <b>P. 25</b>	‘Terms & Conditions’
54	Academy shall use <b>certified administrators and chief business officials</b> pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs.	<b>All Academies</b> <u>Part 6a:</u> 1246(1) <u>Part 6c:</u> 1246(1) <u>Part 6e:</u> 1246(1) <u>1311b et seq:</u> 1246(1)	<b>Tab. B</b> <b>Sec. 11.1</b> <b>P. 25</b>	‘Terms & Conditions’
55	Requirement that <b>authorizing body must review and may disapprove</b> any agreement between the Academy Board and an educational management company before the agreement is final and valid.	<b>All Academies</b> <u>Part 6a:</u> 503(6)(n) <u>Part 6c:</u> 523(2)(l) <u>Part 6e:</u> 553(5)(m) <u>1311b et seq:</u> 1311e(6)(f)	<b>Tab B</b> <b>Sec. 3.9</b> <b>P. 8-10</b>	‘Terms & Conditions’
56	If authorized by a LEA, <b>assurance of employee collective bargaining</b> for positions in similar districts should be addressed in the contract.	<b>All SDAs</b> <u>1311b et seq:</u> 1311d(3)(i)	<b>n/a</b>	
57	Requirement that prohibits any individual from being employed by the Academy in more than <b>one full-time position and simultaneously compensated at a full-time rate for either position.</b>	<b>All Academies</b> <u>Part 6a:</u> 503(6)(p) <u>Part 6c:</u> 523(2)(n) <u>Part 6e:</u> 553(5)(o) <u>1311b et seq:</u> 1311e(6)(f)	<b>Tab B</b> <b>Sec. 11.31</b> <b>P. 34</b>	‘Terms & Conditions’
Reconstitution and Revocation				
58	Procedures and grounds <b>for revoking the contract</b> provided for in applicable law, including: (see 59-62 below)	<b>All Academies</b> <u>Part 6a:</u> 503(6)(e) <u>Part 6c:</u> 523(2)(e) <u>Part 6e:</u> 561(4) <u>1311b et seq:</u> 1311e(5)(f)	<b>Tab B</b> <b>Sec. 10.1-10.12</b> <b>P. 18-26</b>	‘Terms & Conditions’

Description		Applicability	Sec /Page No. In Contract	Additional Comments
59	<ul style="list-style-type: none"> <li>Failure of the Academy to <b>demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals</b> as set forth in the contract.</li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 507(4)(a) <u>Part 6c:</u> 528(4)(a) <u>Part 6e:</u> 561(4)(a) <u>1311b et seq:</u> 1311l(1)(a)	<b>Tab B Sec. 10.4 (a) P. 19</b>	'Terms & Conditions'
60	<ul style="list-style-type: none"> <li>Failure of the Academy to <b>comply with all applicable law.</b></li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 507(4)(b) <u>Part 6c:</u> 528(4)(b) <u>Part 6e:</u> 561(4)(b) <u>1311b et seq:</u> 1311l(1)(b)	<b>Tab B Sec. 10.4 (b) P. 19</b>	'Terms & Conditions'
61	<ul style="list-style-type: none"> <li>Failure of the Academy to <b>meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship.</b></li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 507(4)(c) <u>Part 6c:</u> 528(4)(c) <u>Part 6e:</u> 561(4)(c) <u>1311b et seq:</u> 1311l(1)(c)	<b>Tab B Sec. 10.4 (c) P. 19</b>	'Terms & Conditions'
62	<ul style="list-style-type: none"> <li>The existence of 1 or more other grounds for revocation as <b>specified in the contract.</b></li> </ul>	<b>All Academies</b> <u>Part 6a:</u> 507(4)(d) <u>Part 6c:</u> 528(4)(d) <u>Part 6e:</u> 561(4)(d) <u>1311b et seq:</u> 1311l(1)(d)	<b>Tab B Sec. 10.4(d) P. 19</b>	'Terms & Conditions'
63	Procedures for <b>mandatory revocation</b> of Academy contract if Academy is <b>designated as a persistently low-achieving school (in the bottom 5%) and is in the 2nd year of restructuring.</b> Procedures must specify which school (s) are subject to closure and which are not based on exceptions for situations involving individualized education plan subgroups, and individual schools currently undergoing reconstitution.	<b>All Academies (except SDA)</b> <u>Part 6a:</u> 507(5) <u>Part 6c:</u> 528(5) <u>Part 6e:</u> 561(5)	<b>Tab B Sec. 10.2 P. 18-19</b>	'Terms & Conditions'
64	Procedures for the authorizing body to <b>reconstitute</b> the Academy.	<b>All Academies (except SDA)</b> <u>Part 6a:</u> 507(7) <u>Part 6c:</u> 528(7) <u>Part 6e:</u> 561(7)	<b>Tab B Sec. 10.6 P. 21</b>	'Terms & Conditions'
<b>Cyber Schools</b>				
65	A contract for a <b>cyber school</b> shall include all of the provisions required under section 553a as well as the following: (see items 66 through 71 below)	<b>Cyber Schools</b> <u>Part 6e:</u> 553a	<b>n/a</b>	
66	<ul style="list-style-type: none"> <li>A <b>teacher who holds appropriate certification</b> according to state board rule will be responsible for all of the following for each course in which a pupil is enrolled: (i) Improving learning by planned instruction. (ii) Diagnosing the pupil's learning needs. (iii) Assessing learning, assigning grades, and determining advancement. (iv) Reporting outcomes to administrators and parents or legal guardians</li> </ul>	<b>Cyber Schools</b> <u>Part 6e:</u> 553a(2)(a)	<b>n/a</b>	

Description		Applicability	Sec /Page No. In Contract	Additional Comments
67	<ul style="list-style-type: none"> <li>A cyber school will make educational services available for a minimum of at least <b>1,098 hours during a school year</b> and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year.</li> </ul>	<b>Cyber Schools</b> <u>Part 6e: 553a(2)(b)</u>	n/a	
68	<ul style="list-style-type: none"> <li>A cyber school shall have maximum enrollment limitations based on years of operation</li> </ul>	<b>Cyber Schools</b> <u>Part 6e: 552(2)(d)</u>	n/a	
69	<ul style="list-style-type: none"> <li>Cyber school must offer each pupil's family a computer and subsidize the cost of internet access.</li> </ul>	<b>Cyber Schools</b> <b>Part 6e: 552(2)(e)</b>	n/a	
70	<ul style="list-style-type: none"> <li>Cyber school may not enroll any new pupils in the school of excellence that is a cyber school in a school year that begins after MDE determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year that exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.</li> </ul>	<b>Cyber Schools</b> <b>Part 6e: 552(15)(b)</b>	n/a	
71	<ul style="list-style-type: none"> <li>The requirement for the Academy Board of school of excellence that is a cyber school to ensure that every pupil that enrolls, along with his or her parent or legal guardian, are provided with a parent-student orientation. If the pupil is at least 18 or is an emancipated minor, the orientation may be provided to just the pupil.</li> </ul>	<b>Cyber Schools</b> <b>Part 6e: 552(21)</b>	n/a	

NOTE: The only change to this annual update document is item #49. The item was changed because the law does not require contracts and deeds to be included in the charter contract. It is required by law that these contracts or deeds be made public once they are enacted. While MDE would prefer to receive these items (deeds and contracts) with the charter contract, it is recognized that these documents may not be available at the time a charter contract is enacted. Schools and authorizers are therefore asked to provide those documents to the PSA unit at MDE once they are made public.