

**FERRIS  
STATE  
UNIVERSITY**

A

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

BETWEEN

**JOY PREPARATORY ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

AND

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

AUTHORIZATION PERIOD:

JULY 1, 2023 – JUNE 30, 2028

## TABLE OF CONTENTS

### Contract Documents

### Tab

Charter Schools Office Contract Policies	
Resolution Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors of <b>JOY PREPARATORY ACADEMY</b> .....	A
Terms and Conditions of Contract .....	B
Contract Schedules .....	C
Schedule 1: Articles of Incorporation .....	1
Schedule 2: Bylaws .....	2
Schedule 3: Fiscal Agent Agreement .....	3
Schedule 4: Oversight Agreement .....	4
Schedule 5: Description of Staff Responsibilities .....	5
Schedule 6: Physical Plant Description .....	6
Schedule 7: Required Information for Public School Academy .....	7
• Section a: Governance Structure of Public School Academy .....	a
• Section b: Educational Goal Policies .....	b
• Section c: Curriculum .....	c
• Section d: Methods of Pupil Assessment .....	d

Schedule 7: Required Information for Public School Academy (continued)

- Section e:  
Admission Policy  
and Criteria .....e
- Section f:  
Public Notice  
of Enrollment Procedures .....f
- Section g:  
School Calendar  
and School Day Schedule .....g
- Section h:  
Age or Grade Range  
of Pupils to be Enrolled.....h

Schedule 8: Information Available to the Public .....8

**Contract Checklist.....9**

## **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.

# ATTACHMENT A

## WIND-UP & DISSOLUTION PROCEDURE ACTIONS

Item	Action	Responsible Party	Status
#1	MCL 450.2804(2) PSA board adopts resolution to dissolve corporation and plan of distribution of assets to be implemented. The PSA authorizer must be notified & approval obtained from the authorizer if not already completed.	Click or tap here to enter text.	Click or tap here to enter text.
#1	Board to appoint group or person to be responsible for the wind-up activities.	Click or tap here to enter text.	Click or tap here to enter text.
#1	The board must approve the operating plan with timetables for completion of wind-up & dissolution tasks. Funds must be set aside to complete the required inventory, appraisal, and sale of assets at fair market value, as well as completion of the final audit. UCC search should be ordered to determine if there are any secured creditors.	Click or tap here to enter text.	Click or tap here to enter text.
#1	Building, property, equipment, and all assets must be secured against theft, misappropriation, and deterioration. Insurance should be maintained on assets until disposed of according to the plan for disposition of assets.	Click or tap here to enter text.	Click or tap here to enter text.
#2	Establish a temporary office or base of operation: <ul style="list-style-type: none"> <li>a. Publish notice of the location of the office and hours of operation.</li> <li>b. Install telephone with voice message stating hours of operation.</li> <li>c. Hire an individual to act as custodian of and maintain and disburse student files, and other documents, files, and records.</li> <li>d. Perform day-to-day wind-up duties as required and maintain custody of business records until all business and transactions are completed.</li> </ul>	Click or tap here to enter text.	Click or tap here to enter text.

Item	Action	Responsible Party	Status
	e. Terminate all leases, service agreements, and other contracts not required for completion of wind-up.		
#3	<p>The PSA must notify all interested parties of the dissolution and the closing of operations in <u>writing</u>, including the following:</p> <p>Parent or guardian of any student and any student 18 years of age or older within seven days of the date of the adoption of the resolution to dissolve the PSA.</p> <p>Advise the parent, guardian, or student 18 of age or older to contact the school where the student intends to enroll and to have the student's new school contact the PSA to have the student's educational record, commonly known as the CA-60, transferred to the new school. MCL 380.1135(4).</p> <p>Establish a follow-up procedure to determine where any student who has not attained the age of 16 will be continuing his or her schooling. MCL 380.1561. The follow-up procedure should begin no later than 28 days after the adoption of the resolution to dissolve the PSA.</p> <p>If the PSA is not contacted by a school requesting that the student's record be transferred within 49 days of the adoption of the resolution to dissolve, the PSA must notify the Intermediate School District's (ISD) attendance officer. MCL 380.1586.</p>	Click or tap here to enter text.	Click or tap here to enter text.
#3	Notify Intermediate School District (ISD) and all school districts within the ISD within 3 days of the adoption of the resolution to dissolve the PSA.	Click or tap here to enter text.	Click or tap here to enter text.
#3	Notify creditors and any others with whom the PSA has transacted business and each agency or other entity from whom the PSA receives funds within 14 days of the adoption of the resolution to dissolve the PSA. Advise that creditors file claims with the Board or its designee	Click or tap here to enter text.	Click or tap here to enter text.
#3	The Attorney General's office must be notified of the dissolution by registered	Click or tap here to enter text.	Click or tap here to enter text.

Item	Action	Responsible Party	Status
	mail within 60 days after the date of dissolution. MCL 450.251(3). (Also see Item #8.)		
#3	If a PSA has issued bonds, the bond attorney should be contacted ASAP following the board resolution to dissolve and be advised of the dissolution process regarding final closeout issues.	Click or tap here to enter text.	Click or tap here to enter text.
#3	The PSA shall notify all banks and other financial institutions that all previously executed authorizations permitting individuals who are not members of the PSA board to draw on an account shall be immediately revoked. Only delegated members of the board shall be able to draw funds from the PSA's accounts.	Click or tap here to enter text.	Click or tap here to enter text.
#4	Any unencumbered assets must be liquidated. (All unencumbered assets should be sold in a manner to ensure that the highest possible price is obtained.) If an asset is subject to a security interest, the secured party must be contacted. Assets of the PSA shall not be given away, except as authorized by law.	Click or tap here to enter text.	Click or tap here to enter text.
#4	<b>NOTE:</b> Board members should not purchase any asset of the PSA unless the purchase is disclosed to the board of directors the disclosure is made a matter of record in the board's official proceedings and a roll call vote is taken on the matter. This process must also be used if any close relative of a board member, employee, or student of the PSA purchases an asset of the PSA.	Click or tap here to enter text.	Click or tap here to enter text.
#4	The assets (net proceeds) of the PSA must be applied and distributed pursuant to law as follows:	Click or tap here to enter text.	Click or tap here to enter text.
#4	All liabilities and obligations of the PSA must be paid and discharged, or adequate provision must be made, therefore. MCL 450.2855(1)(a).	Click or tap here to enter text.	Click or tap here to enter text.
#4	Assets held subject to written conditions or limitations must be disposed of in accordance with those conditions or limitations. MCL 450.2855(1)(b).	Click or tap here to enter text.	Click or tap here to enter text.

Item	Action	Responsible Party	Status
#4	Assets received and held by the PSA subject to limitations permitting their use only for charitable, eleemosynary, benevolent, educational, or similar purposes, but not held upon a condition requiring return, transfer, or conveyance because of the dissolution, shall be transferred or conveyed in accordance with any provisions in the articles of incorporation or bylaws which designate 1 or more recipients or a mechanism for determining 1 or more recipients which are domestic or foreign corporations, societies, or organizations, including governmental agencies, engaged in activities furthering such purposes. MCL 450.2855(1)(c).	Click or tap here to enter text.	Click or tap here to enter text.
#4	If the articles of incorporation or bylaws of the PSA do not contain such provisions, such assets shall be transferred or conveyed to 1 or more domestic or foreign corporations, societies, or organizations, including governmental agencies, engaged in activities substantially similar to or consistent with those of the dissolving PSA. An itemized receipt must be obtained from each recipient of an asset. The receipt must contain the name, address, and telephone number of the recipient. MCL 450.2855(1)(c).	Click or tap here to enter text.	Click or tap here to enter text.
#4	Close out any federal grant and account for any federal grant funds, property owned by the federal government, or property acquired under a federal grant. See 2 CFR Part 200, subpart D (Post Federal Award Requirements) and subpart E (Closeout).	Click or tap here to enter text.	Click or tap here to enter text.
#4	Any remaining fund balance, including funds from the liquidation of assets, are to be sent via check made out to the State of Michigan and mailed to the Michigan Department of Treasury, Receipt Processing Division, Attention: Mr. Tom Sharpe, P.O Box 30788, Lansing, Michigan 48909 within 30 days of dissolution of the Academy. MCL 388.1618b. A letter should accompany the check explaining the return	Click or tap here to enter text.	Click or tap here to enter text.

Item	Action	Responsible Party	Status
	of the funds for deposit to the School Aid Fund and identify the public school academy and a contact person representing the board.		
#5	The board should continue to hold public meetings, in accordance with the law, to administer the various actions involved in the wind-up and dissolution process.	Click or tap here to enter text.	Click or tap here to enter text.
#6	Before filing the certificate of dissolution with the Department of Consumer and Industry Services, the PSA must take the following steps:	Click or tap here to enter text.	Click or tap here to enter text.
#6	Close out any state grants, including filing the required Final Expenditure Reports (FER), which can only be filed via Cash Management System (CMS) and Final Program Performance Reports.	Click or tap here to enter text.	Click or tap here to enter text.
#6	Close out any federal grants, including filing the required Final Expenditure Reports (FER), which can only be filed via Cash Management System (CMS) and Final Program Performance Reports.	Click or tap here to enter text.	Click or tap here to enter text.
#6	Submit documentation regarding funds received directly from the United States Department of Education, if relevant and if required.	Click or tap here to enter text.	Click or tap here to enter text.
#6	File Notice of Discontinuance with the Department of Treasury. (Treasury Form 163).	Click or tap here to enter text.	Click or tap here to enter text.
#6	File a final withholding tax return. (Treasury Form 165).	Click or tap here to enter text.	Click or tap here to enter text.
#6	File a tax clearance request for corporate dissolution with the Department of Treasury. (Treasury Form 501). (A certificate of dissolution will not be accepted for filing by the Michigan Department of Consumer & Industry Services, Bureau of Commercial Services, or Corporation Division unless the corporation has paid in full all taxes owed to the State of Michigan or that the corporation is exempt from the provisions of various tax statutes administered by Treasury.)	Click or tap here to enter text.	Click or tap here to enter text.

Item	Action	Responsible Party	Status
#6	File a final school meal claim via MEIS within 60 days of the last month in which meals were served. Additionally, conduct a final inventory of all United States Department of Agriculture commodities and arrange, through the Michigan Department of Education, Food and Nutrition Program, to transfer those commodities to another school.	Click or tap here to enter text.	Click or tap here to enter text.
#6	File a final expenditure report FER for special education state funds. (MDE form SE-4096).	Click or tap here to enter text.	Click or tap here to enter text.
#6	File a final return with IRS. (Form 990 and Schedule A).	Click or tap here to enter text.	Click or tap here to enter text.
#6	Make final federal tax payments. Every employer, including a tax-exempt organization, that pays wages to employees, is responsible for withholding, depositing, paying, and reporting federal income tax, social security taxes (FICA), and federal unemployment tax (FUTA) for such wage payments.	Click or tap here to enter text.	Click or tap here to enter text.
#6	If applicable, notify the Office of Retirement Services or other benefit providers of the effective date of the dissolution of the PSA.	Click or tap here to enter text.	Click or tap here to enter text.
#6	File its annual comprehensive financial report, known as “FID” for its last year of operations. MCL 388.1618(3).	Click or tap here to enter text.	Click or tap here to enter text.
#6	File its annual progress report, known as the “PA 25 report.” MCL 380.1204a; MCL 388.1619.	Click or tap here to enter text.	Click or tap here to enter text.
#7	The board must arrange for the final independent audit of the dissolution period and file with the MDE, Office of Audits. MCL 388.1618(4).	Click or tap here to enter text.	Click or tap here to enter text.
#8	Notify the Department of the Attorney General, Charitable Trust Division of the dissolution by registered mail at least 45 days before the desired date of dissolution, per MCL 450.251. Cassie Beebe may be contacted for questions at <a href="mailto:BeebeC@michigan.gov">BeebeC@michigan.gov</a> . To obtain the Attorney General’s approval letter the PSA must submit the following:	Click or tap here to enter text.	Click or tap here to enter text.



Item	Action	Responsible Party	Status
#8	A completed and signed Dissolution Questionnaire must be submitted to the Attorney General's office. (The questionnaire may be obtained from the Attorney General's office).	Click or tap here to enter text.	Click or tap here to enter text.
#8	A complete copy of the articles of incorporation. The articles must show evidence of being filed with the State of Michigan.	Click or tap here to enter text.	Click or tap here to enter text.
#8	If the PSA is a tax-exempt corporation, copy of the IRS determination letter and IRS returns for the last 3 years.	Click or tap here to enter text.	Click or tap here to enter text.
#8	Audited financial statements for the last 3 years.	Click or tap here to enter text.	Click or tap here to enter text.
#8	An inventory of assets currently held. (Note if the organization still holds assets at the time the questionnaire is submitted, the Attorney General's approval will not be given. However, the PSA may still submit the Dissolution Questionnaire so that the Attorney General's office may begin its review. The Attorney General will send a letter asking for additional information including a final financial report and receipt for distributions of assets.)	Click or tap here to enter text.	Click or tap here to enter text.
#8	Receipts or copies of canceled checks, for distribution of assets to the State of Michigan, Department of Treasury.	Click or tap here to enter text.	Click or tap here to enter text.
#8	Receipts for distribution of unliquidated assets to qualifying entities under 501(c)(3) of the Internal Revenue Code.	Click or tap here to enter text.	Click or tap here to enter text.
#8	A statement of the board treasurer regarding the PSA's debts and obligations. The records of the PSA should be deposited with the final repository of its records.	Click or tap here to enter text.	Click or tap here to enter text.
#8	A copy of the final independent audit of the dissolution period.	Click or tap here to enter text.	Click or tap here to enter text.
#9	The PSA must negotiate with appropriate legal entities to determine what entity will be the final repository of its records. Such entities might include the Intermediate School District or local school district in which the PSA is located, the authorizing entity, or other public educational entity.	Click or tap here to enter text.	Click or tap here to enter text.

Item	Action	Responsible Party	Status
#10	The records of the PSA must be deposited with the repository of its records as follows:	Click or tap here to enter text.	Click or tap here to enter text.
#10	All PSA business records and records relating to federal grants must be kept in accordance with 2 CFR 200.333.	Click or tap here to enter text.	Click or tap here to enter text.
#10	In the event that student records have not been requested by another school and there is no record of the student's transfer to another district in the Michigan Student Data System (MSDS), the student or student's family, within 60 days of the closure of the PSA, a notice shall be sent to the last known address of the student as soon as possible after the 60th day following the closure of the PSA, advising them where the record is on file.	Click or tap here to enter text.	Click or tap here to enter text.
#10	The final repository for all PSA student records (that are not transferred to a student's new school) should retain those records in accordance with the "Schedule for the Retention and Disposal of Public School Records."	Click or tap here to enter text.	Click or tap here to enter text.
#10	The final repository of all teacher records must retain a record of the teacher's dates of employment with the PSA and what courses he or she taught while in the employ of the PSA	Click or tap here to enter text.	Click or tap here to enter text.
#11	The final repository of all business records of the PSA should retain business records in accordance with the Schedule for the Retention and Disposal of Public School Records.	Click or tap here to enter text.	Click or tap here to enter text.
#12	Obtain an approval letter from the Attorney General.	Click or tap here to enter text.	Click or tap here to enter text.
#13	File certificate of dissolution (DLEG Form BCS/CD 531), the Attorney General's approval letter, and tax clearance from the Treasury Department with the Department of Labor & Economic Growth, Bureau of Commercial Services, Corporation Division.	Click or tap here to enter text.	Click or tap here to enter text.
#13	Final dissolution and wind-up actions:	Click or tap here to enter text.	Click or tap here to enter text.

Item	Action	Responsible Party	Status
#13	Contract with the authorizer is dissolved in writing, signed by the authorizer and the board.	Click or tap here to enter text.	Click or tap here to enter text.
#13	Public School Academy Board of Directors tender resignations.	Click or tap here to enter text.	Click or tap here to enter text.

# FERRIS STATE UNIVERSITY

FERRIS FORWARD

## CHARTER SCHOOLS OFFICE POLICY

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Adopted: December 2010  
Revised: January 31, 2025

### NONESSENTIAL ELECTIVE COURSE

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”), this Nonessential Elective Course Policy has been prepared by the University’s Charter Schools Office (CSO). It now becomes part of the Contract and applies immediately to all academies being authorized or re-authorized pursuant to Contracts issued by the University Board, and prospectively to any existing academy that is interested in providing nonessential elective courses to pupils at a non-public school site on or after the date set forth above. 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.

- I. A public school academy (“Academy”) that is interested in providing nonessential elective courses to pupils at a non-public school site shall submit documentation sufficient to qualify for part-time pupil funding under the State School Aid Act.
- II. Without limiting the foregoing, the Academy shall provide the following documentation and information to the Ferris State University Charter Schools Office:
  - a. A draft copy of a Contract amendment with all attachments. See attached Contract Amendment form.
  - b. The name of the non-public school requesting the nonessential elective courses.
  - c. The name of the public school district in which the non-public school is located. (Note: In order for the Academy to provide nonessential elective courses to students at the non-public school, the Academy must be located in either (i) the same school district in which the non-public school requesting nonessential elective courses is located; (ii) the same intermediate school district in which the non-public school requesting nonessential elective courses is located; or (iii) an intermediate district that

is contiguous to the intermediate school district in which the non-public school requesting nonessential elective courses is located.)

- d. A copy of the non-public school's written request to the school district requesting that certain nonessential elective courses be provided.
- e. A copy of the district's written response to the non-public school notifying them that the district will/will not provide certain nonessential elective courses.
- f. The names and certification documents of each teacher providing instruction for a nonessential elective course.
- g. The names of all the mentors and teacher aides that will be assisting certified teachers during the instruction of the nonessential elective courses.
- h. The official enrollment records for all courses offered including every student's corresponding school district ID number.
- i. A copy of any agreement between the Academy and non-public school relative to the provision of nonessential elective courses to students at the non-public school site.
- j. A list of the nonessential elective courses being provided by the Academy to the non-public school, and the Academy's full schedule of courses including all nonessential elective courses.
- k. Confirmation that the non-public school is registered with the Michigan Department of Education and meets all the necessary reporting requirements for a non-public school under applicable law.
- l. Confirmation that the Academy has confirmed with its insurance carrier that the nonessential elective courses being provided by the Academy to pupils at the non-public school is an activity or program covered under the Academy's existing insurance policy.
- m. A written legal opinion from the Academy's legal counsel confirming that nonessential elective courses provided by the Academy to students at a non-public school (a) is not in violation of the single site requirements under section 504(1) of the Revised School Code ("Code"), MCL 380.504(1) and (b) is in compliance with section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. If the Academy contracts with an educational service provider and nonessential elective course instruction is to be provided by educational service provider employees, then the written legal opinion shall also confirm that the Academy's provision of such services through employees of an educational service provider is permitted under applicable law.

- n. A copy of any Academy waiver request submitted to the Superintendent of Public Instruction (and any response received from the Superintendent) in connection with the Academy providing nonessential elective courses to students at a non-public school.
  - o. A copy of the Academy Board resolution(s) approving the Contract amendment and authorizing the Academy to provide nonessential elective courses to students at the nonpublic school site.
- III. The Academy shall maintain a record of the course schedule for each nonessential elective offered, detailing the number of instructional hours, days, and duration of the course. Such documentation should confirm that each part-time student is attending the nonessential elective course during the established times.
- IV. The Academy shall maintain sufficient documentation to demonstrate compliance with the funding criteria under MCL 388.1766b, including any supporting documentation required by the Michigan Department of Education or other governing bodies to substantiate the eligibility for part-time pupil funding, and shall ensure that all documentation is available for review by the University and in the event of an audit by state or federal agencies. The Academy will submit all required documentation to the Michigan Department of Education or other governing bodies.
- V. The Contract amendment shall not take effect until it is approved by the University Board, and once so approved the Contract amendment will be in effect only for the current school year in which the nonessential elective courses are requested and offered, unless an annual written extension to a subsequent school year is issued by the CSO Director after the Academy has once again submitted the information required by Section II of this Policy.

## **RESOLUTIONS**

February 17, 2023

4c.1. Charter Contract Reauthorization – Joy Preparatory Academy

It was moved by **Trustee Snead**, supported by **Trustee Hofman**, 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 Joy Preparatory 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 November 22, 2002 the University Board reauthorized the Academy for five years through June 30, 2008; and,

WHEREAS, on November 8, 2007 the University Board granted a one-year contract extension through June 30, 2009; and,

WHEREAS, on March 20, 2009 the University Board reauthorized the Academy for two years through June 30, 2011; and,

WHEREAS, on March 25, 2011 the University Board reauthorized the Academy for five years through June 30, 2016; and,

WHEREAS, on February 12, 2016 the University Board granted a two-year contract extension through June 30, 2018; and,

WHEREAS, on February 16, 2018 the University Board reauthorized the Academy for three years through June 30, 2021; and,

WHEREAS, on October 2, 2020, due to the extenuating circumstances of the COVID-19 pandemic, the University Board granted a two-year contract extension through June 30, 2023; 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 five years through June 30, 2028; 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 Joy Preparatory Academy (the “Academy”) submitted to the Ferris State University Charter Schools Office (the “CSO”) for a term ending on June 30, 2028, 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 Ferris State University Charter Schools Office (“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 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 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 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:

Alfred Cobbs  
14030 Faust Avenue  
Detroit, MI 48223  
Term Ending: June 30, 2023

Grover McCants  
1913 Lenomar Court  
Rochester Hills, MI 48309  
Term Ending: June 30, 2025

Debryl Ector  
4654 West Outer Drive  
Detroit, MI 48235  
Term Ending: June 30, 2024

Antoinette Reid  
13621 Monica  
Detroit, MI 48238  
Term Ending: June 30, 2026

April Green  
4324 Commonwealth Street  
Detroit, MI 48208  
Term Ending: June 30, 2025

2. The University Board hereby approves the Extended Charter Contract in substantially the form provided to the University Board in connection with its consideration of this Contract Extension 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 Extended 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 **February 17, 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, 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 6th day of March, 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)

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**

**JOY PREPARATORY ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**AND**

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

**CONFIRMING THE STATUS OF**

**JOY PREPARATORY ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

# **TABLE OF CONTENTS**

## **Article I      Definitions**

Section 1.1	Certain Definitions.....	B-1
Section 1.2	Captions .....	B-4
Section 1.3	Gender and Number .....	B-4
Section 1.4	Statutory Definitions.....	B-4
Section 1.5	Schedules .....	B-4
Section 1.6	Application.....	B-4
Section 1.7	Conflicting Contract Provisions.....	B-4

## **Article II      Relationship Between the Academy and the University Board**

Section 2.1	Constitutional Status of Ferris State University.....	B-5
Section 2.2	Independent Status of the Academy .....	B-5
Section 2.3	Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University.....	B-5
Section 2.4	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University .....	B-5

## **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 .....	B-5
Section 3.2	University Board as Fiscal Agent for the Academy .....	B-6
Section 3.3	Oversight Responsibilities of the University Board .....	B-6
Section 3.4	Reimbursement of University Board Costs .....	B-6
Section 3.5	University Board Approval of Condemnation.....	B-6
Section 3.6	Authorization of Employment .....	B-6
Section 3.7	CSO Director Review of Certain Financing Transactions Involving Pledge of State Aid.....	B-7
Section 3.8	University Board Contract Authorization Process.....	B-7
Section 3.9	CSO Director Review of ESP Agreement .....	B-8
Section 3.10	Certain Other Transactions Requiring Review by the CSO Director .....	B-10

## **Article IV      Requirement that the Academy Act Solely as Governmental Entity**

Section 4.1	Limitation on Actions in Performance of Governmental Functions.....	B-11
Section 4.2	Other Permitted Activities .....	B-11
Section 4.3	Academy Board Members Serve In Their Individual Capacity.....	B-11
Section 4.4	Incompatible Public Offices and Conflicts of Interest Statutes .....	B-11
Section 4.5	Prohibition of Identified Family Relationships.....	B-12
Section 4.6	Dual Employment Positions Prohibited.....	B-12
Section 4.7	Oath of Public Office .....	B-13

## **Article V Corporate Structure of the Academy**

Section 5.1	Nonprofit Corporation .....	B-13
Section 5.2	Articles of Incorporation.....	B-13
Section 5.3	Bylaws.....	B-13

## **Article VI Operating Requirements**

Section 6.1	Governance Structure.....	B-13
Section 6.2	Educational Goals, Programs and Curriculum.....	B-13
Section 6.3	Method of Pupil Assessment .....	B-13
Section 6.4	Application and Enrollment of Students; School Calendar and School Day Schedule .....	B-14
Section 6.5	Age/Grade Range of Pupils Enrolled.....	B-14
Section 6.6	Collective Bargaining Agreements .....	B-14
Section 6.7	Accounting Standards .....	B-14
Section 6.8	Annual Financial Audit.....	B-14
Section 6.9	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations .....	B-14
Section 6.10	Contributions and Fund Raising .....	B-15
Section 6.11	Disqualified Organizational or Contractual Affiliations.....	B-15
Section 6.12	Reporting Student Performance Levels .....	B-15
Section 6.13	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Contractual Educational Goals .....	B-15
Section 6.14	Matriculation Agreements .....	B-16
Section 6.15	Posting of Accreditation Status.....	B-16
Section 6.16	New Public School Academies Located Within the Boundaries of a Community District .....	B-16

## **Article VII Tuition Prohibited**

Section 7.1	Tuition Prohibited; Fees and Expenses.....	B-16
-------------	--	------

## **Article VIII Compliance with Applicable Laws**

Section 8.1	Compliance with Applicable Law .....	B-16
-------------	--------------------------------------	------

## **Article IX Amendment**

Section 9.1	Amendments .....	B-17
Section 9.2	Process for Amendment Initiated by the Academy .....	B-17
Section 9.3	Process the Amendment Initiated by the University Board.....	B-17
Section 9.4	Final Approval of Amendments.....	B-17
Section 9.5	Change in Existing Law.....	B-17
Section 9.6	Partnership Agreement.....	B-17
Section 9.7	Emergency Action on Behalf of University Board.....	B-18

## **Article X Termination, Suspension and Revocation**

Section 10.1	Grounds and Procedures for Academy Termination of Contract .....	B-18
Section 10.2	Automatic Amendment of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.....	B-18
Section 10.3	Grounds and Procedures for University Termination of Contract.....	B-19
Section 10.4	Statutory Grounds for Revocation .....	B-19
Section 10.5	Other Grounds for University Board Revocation .....	B-20
Section 10.6	University Board Procedures for Revoking Contract .....	B-20
Section 10.7	Contract Suspension.....	B-23
Section 10.8	Venue; Jurisdiction .....	B-24
Section 10.9	Conservator; Appointment by University President .....	B-24
Section 10.10	State Board of Education Revocation Procedures .....	B-25
Section 10.11	Emergency Action on Behalf of University Board.....	B-25
Section 10.12	Academy Dissolution Account .....	B-25

## **Article XI Provisions Relating to Public School Academies**

Section 11.1	Employment Qualifications for Classroom Teachers .....	B-26
Section 11.2	Criminal Background and History Checks; Disclosure of Unprofessional Conduct.....	B-26
Section 11.3	The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.....	B-26
Section 11.4	Security Procedures .....	B-27
Section 11.5	Student Conduct and Discipline.....	B-27
Section 11.6	Professional Development of the Academy Faculty.....	B-27
Section 11.7	Special Education.....	B-28
Section 11.8	Americans With Disabilities Act .....	B-28
Section 11.9	Insurance .....	B-28
Section 11.10	Transportation.....	B-28
Section 11.11	Intramural and Interscholastic Sports .....	B-28
Section 11.12	Teacher Tenure .....	B-29
Section 11.13	Library Services .....	B-29
Section 11.14	Use of Information Technologies .....	B-29
Section 11.15	Cooperation with Other Educational Organizations, Libraries and Museums .....	B-29
Section 11.16	Accreditation.....	B-29
Section 11.17	Role of Parents and Guardians.....	B-29
Section 11.18	School and Community Relations .....	B-29
Section 11.19	Deposit of Public Funds by the Academy.....	B-29
Section 11.20	Equal Opportunity Policies.....	B-29
Section 11.21	Legal Liabilities and Covenant Against Suit .....	B-29
Section 11.22	Non-Endorsement .....	B-30
Section 11.23	Lease or Deed for Proposed Single Site .....	B-30
Section 11.24	Occupancy and Safety Certificates .....	B-30

Section 11.25	Management Agreements .....	B-31
Section 11.26	Environmental Matters.....	B-31
Section 11.27	Information Available to the Public; Information to be Provided by the Academy .....	B-32
Section 11.28	Limitations on Expenditures for Lease, Purchase, or Debt Service for Facilities .....	B-33
Section 11.29	Incompatible Public Offices and Conflicts of Interest Statutes .....	B-33
Section 11.30	Prohibition of Identified Family Relationships.....	B-33
Section 11.31	Dual Employment Positions Prohibited.....	B-34

## **Article XII    General Terms**

Section 12.1	Notices .....	B-34
Section 12.2	Severability .....	B-34
Section 12.3	Successors and Assigns.....	B-35
Section 12.4	Entire Contract .....	B-35
Section 12.5	Assignment .....	B-35
Section 12.6	Non-Waiver.....	B-35
Section 12.7	Governing Law .....	B-35
Section 12.8	Counterparts.....	B-35
Section 12.9	Term of Contract.....	B-35
Section 12.10	Indemnification of University .....	B-35
Section 12.11	Construction.....	B-36
Section 12.12	Force Majeure .....	B-36
Section 12.13	No Third Party Rights.....	B-36
Section 12.14	Non-Agency .....	B-36
Section 12.15	University Board and CSO Policies Shall Apply .....	B-36
Section 12.16	Survival of Provision .....	B-36
Section 12.17	Termination of Responsibilities.....	B-36
Section 12.18	Information Available to the Public.....	B-36
Section 12.19	Disposition of Academy Assets Upon Termination or Revocation of Contract .....	B-37
Section 12.20	Student Privacy .....	B-37
Section 12.21	Disclosure of Information to Parents and Legal Guardians.....	B-37
Section 12.22	List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian .....	B-39
Section 12.23	Confidential Address Restrictions .....	B-39
Section 12.24	Partnership Agreement.....	B-39
Section 12.25	Statewide Safety Information Policy .....	B-39
Section 12.26	Criminal Incident Reporting Obligation .....	B-40
Section 12.27	Academy Emergency Operations Plan .....	B-40
Section 12.28	School Safety Liaison .....	B-40
Section 12.29	New Building Construction or Renovations.....	B-40
Section 12.30	Annual Expulsion Report and Website Report on Criminal Incidents.....	B-40

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 **JOY PREPARATORY 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 **JOY PREPARATORY ACADEMY** which is re-authorized as a public school academy pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of **JOY PREPARATORY 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 February 17, 2023, 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 **JOY PREPARATORY ACADEMY** (A Public School

Academy) And Ferris State University Board of Trustees Confirming The Status Of **JOY PREPARATORY 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. Alfred Cobbs  
14030 Faust Ave  
Detroit MI 48223-3540

**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 five (5) academic years as determined by resolution of Ferris State University and shall terminate on June 30, 2028 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.

**JOY PREPARATORY ACADEMY**

By: 

Bo. d President

Its:

President

Date:

April 18, 2023

**FERRIS STATE UNIVERSITY  
BOARD OF TRUSTEES**

By: 

University President  
or his designee

Date: \_\_\_

6/7/23

## **CONTRACT SCHEDULES**

### **Schedules**

Articles of Incorporation .....	1
Bylaws .....	2
Fiscal Agent Agreement .....	3
Oversight Agreement .....	4
Description of Staff Responsibilities .....	5
Physical Plant Description .....	6
Required Information for Public School Academy .....	7
Information Available to the Public .....	8



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

APR 24 2018

ADMINISTRATOR

ADJUSTED PURSUANT TO  
TELEPHONE AUTHORIZATION

511  
17/18  
8041148209342



Form Revision Date 07/2016

**RESTATED ARTICLES OF INCORPORATION**  
For use by DOMESTIC NONPROFIT CORPORATION

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

The identification number assigned by the Bureau is: 800844827

The present name of the corporation is: JOY PREPARATORY ACADEMY

All former names of the corporation are:

The date of filing the original Articles of Incorporation was: 4/28/1999

**ARTICLE I**

The name of the corporation is:  
*Joy Preparatory Academy*

**ARTICLE II**

The purpose or purposes for which the corporation is formed for:\*

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

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

**ARTICLE III**

The Corporation is formed upon Non Stock ☒ basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

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

A. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.

B. Federal Funds

C. Donations

D. Fees and charges permitted to be charged by the public school academies

The Corporation is formed on a Directorship ☒ basis.

**ARTICLE IV**

Street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: MELINDA BENKOVSKY

2. Street Address: 2125 UNIVERSITY PARK DRIVE

Apt/Suite/Other:

City: OKEMOS

State: MI

Zip Code: 48864

3. Registered Office Mailing Address:

P.O. Box or Street Address: 2125 UNIVERSITY PARK DRIVE

Apt/Suite/Other:  
City: OKEMOS

State: MI

Zip Code: 48864

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE V

THE DESCRIPTION AND VALUE OF ASSETS WHICH THE CORPORATION POSSESSES IS:

REAL PROPERTY: \$136,362.00 REAL PROPERTY LOCATED AT 15055 DEXTER AVE., DETROIT, MI 48238

PERSONAL PROPERTY: \$38,679.00 FURNITURE, FIXTURES, EQUIPMENT AND EDUCATIONAL MATERIALS.

THE VALUATION OF ASSETS IS AS OF: MARCH 6, 2018

ARTICLE VI

THE CORPORATION IS A GOVERNMENTAL ENTITY.

ARTICLE VII

THE CORPORATION AND ITS INCORPORATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF ACT NO. 170 OF THE PUBLIC ACTS OF 1964, BEING SECTION 691.1407 OF THE MICHIGAN COMPILED LAWS.

ARTICLE VIII

PURSUANT TO THE TERMS OF A CONTRACT TO 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, AND THE PROCEDURE FOR REMOVAL OF MEMBERS, AND 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 OTHER MATTERS PERTAINING TO THE BOARD OF DIRECTORS OF THE CORPORATION.

ARTICLE IX

THE BOARD OF DIRECTORS SHALL HAVE ALL THE POWERS AND DUTIES PERMITTED BY LAW TO MANAGE THE BUSINESS, PROPERTY AND AFFAIRS OF THE CORPORATION.

ARTICLE X

THE OFFICERS OF THE CORPORATION SHALL BE A PRESIDENT, VICE-PRESIDENT, SECRETARY AND A TREASURER, EACH OF WHOM SHALL BE A MEMBER OF THE BOARD OF DIRECTORS AND SHALL BE SELECTED BY THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS MAY SELECT ONE OR MORE ASSISTANTS TO THE SECRETARY OR TREASURER, AND MAY ALSO APPOINT SUCH OTHER AGENTS AS IT MAY DEEM NECESSARY FOR THE TRANSACTION OF THE BUSINESS OF THE CORPORATION.

ARTICLE XI

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS DIRECTORS, BOARD, OFFICERS OR OTHER PRIVATE PERSONS, OR ORGANIZATION ORGANIZED AND OPERATED FOR A PROFIT (EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN THE FURTHERANCE OF THE PROCESSES 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 OAKLAND INTERMEDIATE SCHOOL DISTRICT FOR FORWARDING TO THE STATE SCHOOL AID FUND ESTABLISHED UNDER ARTICLE IX, SECTION 11 OF THE CONSTITUTION OF THE STATE OF MICHIGAN OF 1963, AS AMENDED.

ARTICLE X

THESE ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN ARTICLE IX OF THE CONTRACT EXECUTED BY THE CORPORATION AND THE FERRIS STATE UNIVERSITY BOARD OF TRUSTEES. THE PROCESS IS AS FOLLOWS:

THE CORPORATION, BY A MAJORITY VOTE OF ITS BOARD OF DIRECTORS, MAY, AT ANY TIME, PROPOSE SPECIFIC CHANGES TO THESE ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISION TO THESE ARTICLES OF INCORPORATION. THE PROPOSAL WILL BE MADE TO THE UNIVERSITY BOARD THROUGH ITS DIRECTOR OF CHARTER SCHOOLS. THE UNIVERSITY BOARD REVIEWS AND APPROVES ALL CHANGES AND 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 AND UPON A MAJORITY VOTE OF THE CORPORATION'S BOARD OF DIRECTORS.

AMENDMENTS TO THESE ARTICLES OF INCORPORATION TAKE EFFECT ONLY AFTER THEY HAVE BEEN APPROVED BY THE CORPORATION'S BOARD OF DIRECTORS AND BY THE UNIVERSITY BOARD AND FILED WITH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU - CORPORATIONS DIVISION. IN ADDITION, THE CORPORATION SHALL FILE WITH THE AMENDMENT A COPY OF THE UNIVERSITY BOARD'S APPROVAL OF THE AMENDMENT.

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.

☒ (b) These Restated Articles of Incorporation were duly adopted on 3/20/2018 , in accordance with the provisions of Section 641 of the Act: (select one of the following)

This document must be signed by an authorized officer or agent:

☒ 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.

Signed this 17th Day of April, 2018 by:

Signature	Title	Title if "Other" was selected
Debryl Ector	Other	School Board Vice President

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

**CONTRACT SCHEDULE 2**

**BYLAWS**

## **TABLE OF CONTENTS**

### **JOY PREPARATORY ACADEMY**

#### **BYLAWS**

Article I.	Name .....	2-1
Article II.	Form of Academy .....	2-1
Article III.	Offices.....	2-1
1.	Principal Office.....	2-1
2.	Registered Office .....	2-1
Article IV.	Board of Directors.....	2-1
1.	General Powers .....	2-1
2.	Method of Selection and Appointment .....	2-2
Article V.	Meetings.....	2-2
1.	Annual and Regular Meetings .....	2-2
2.	Special Meetings.....	2-2
3.	Notice; Waiver .....	2-2
4.	Quorum .....	2-2
5.	Manner of Acting .....	2-3
6.	Open Meetings Act .....	2-3
7.	Presumption of Assent .....	2-3
Article VI.	Committees .....	2-3
1.	Committees .....	2-3
Article VII.	Officers of the Board .....	2-3
1.	Number .....	2-3
2.	Election and Term of Office .....	2-3
3.	Removal .....	2-4
4.	Vacancies .....	2-4
5.	President.....	2-4
6.	Vice President .....	2-4
7.	Secretary .....	2-4
8.	Treasurer .....	2-4

9.	Assistants and Acting Officers.....	2-5
10.	Salaries.....	2-5
11.	Filling More Than One Office .....	2-5
Article VIII.	Contracts, Loans, Checks and Deposits; Special Corporate Acts .....	2-5
1.	Contracts .....	2-5
2.	Loans.....	2-5
3.	Checks, Drafts, etc. ....	2-6
4.	Deposits.....	2-6
5.	Voting of Gifted, Bequest or Transferred Securities Owned by this Corporation.....	2-6
6.	Contracts Between Corporation and Related Persons .....	2-6
Article IX.	Indemnification .....	2-7
Article X.	Fiscal Year .....	2-7
Article XI.	Amendments .....	2-7
Certification .....		2-8

**BYLAWS**  
**OF**  
**JOY PREPARATORY ACADEMY**  
**15055 Dexter Ave**  
**Detroit MI 48238**

**ARTICLE I**

**NAME**

This organization shall be called the **JOY PREPARATORY 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 February 17, 2023.

## 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.

  
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 **JOY PREPARATORY 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 **JOY PREPARATORY 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 **JOY PREPARATORY 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**



## *Job Description*

**Job Title:** Behavioral Services Coordinator  
**Department:** School  
**FLSA Status:** Non-exempt

### **SUMMARY**

Assist other school personnel in creating a positive and productive teaching/learning environment by working with the student on accomplishing specified behavior goals while in communication with the school social worker, assistant school leader, and parents for a successful educational environment.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Assist students with daily behavior objectives.
- Attend parent/teacher conferences.
- Work cooperatively with other school staff to provide learning opportunities for children.
- Help maintain discipline and facilitate a Positive Peer Culture.
- Observe and document student behaviors for program adherence.
- Follow written and verbal directions from supervision.
- Manage multiple concurrent projects.
- Provide consultation to parents/guardians and staff regarding student counseling sessions.
- Develop support services activities for students designed to strengthen their academic performance as well as their adjustment to school and life such as Big Brothers/Big Sisters, drug awareness activities, character education, etc.
- Team with the Academy social workers, school leader and assistant school leader in the development and implementation of student behavior management activities.
- Provide referrals to appropriate professionals in the school and/or the outside community.
- Provide feedback to school personnel based on classroom observation.

### **QUALIFICATIONS**

- Bachelor's degree desired but not required.

- Must meet No Child Left Behind requirements for Para-Professionals (specifically an associate's degree, 60 college credits, or passing scores on a Michigan Department of Education approved test).
- Demonstrated proficiency in a teaching/tutoring capacity.
- Evidence of successful experience in employee, student, and parent relations.
- Conflict, Prevention and Intervention (CPI) Training desired but not required.
- Knowledge of Positive Peer Culture Model and the goals of the model desired, specifically creating a safe, welcoming, and respectful school climate and positive peer culture that helps student attachment to school and counter harassment and other negative behaviors.
- Ability to de-escalate emotionally charged individuals.



## *Job Description*

**Job Title:** Business Office Manager

**Department:** School

**FSLA Status-** Non-exempt

### **SUMMARY**

Oversee and Manage school administrative functions, processes, equipment, and employees in accordance with standards.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Manage and direct administrative processes and employees.
- Analyze and organize office operations, procedures, and work flow and take appropriate action in accordance with back-up office operations staff.
- Provide and coordinate backup for administrative staff.
- Record and file daily the student and staff attendance data.
- Oversee the switchboard responsibilities as required.
- Provide for appropriate building mail distribution.
- Type/post/announce daily bulletins/announcements.
- Oversee the scheduling of substitute teachers.
- Liaison to building maintenance/property manager.
- Order general office and school supplies and process all check requests and expense reports, purchase orders via appropriate requisition procedure.
- Responsible for facility, office keys, pass cards.
- Process clerical and personnel records to ensure completeness, accuracy, and timeliness.
- Prepare and review school reports.
- Work with the Human Resources department on procedures, initiatives, annual benefits enrollment process, etc.



- Coordinate verification and timely processing of payroll including new hire information and timesheets as well as timely distribution of faculty/staff payroll.
- Check-in/distribute building curriculum orders.
- Assist in coordination of social functions and other school meetings.
- Assist with and reconcile petty cash and school checking accounts.
- Responsible for processing applicants and training administrative staff.
- Establish administrative goals and performance measures.
- Oversee and supervise building maintenance staff.

#### **REQUIRED QUALIFICATIONS**

- 60 college credit hours or more.
- Computer literacy and basic knowledge of data entry, word processing, database management and spreadsheet manipulation.
- Evidence of proficiency in office organization, management, and phone techniques.
- Evidence of successful experience in student and parent relations.
- Ability to work as a team member to accomplish multiple tasks.
- Demonstrated ability to function independently in the coordination of the responsibilities of a school office setting.



*Job Description*

**Job Title:** Cafeteria Aide

**SUMMARY**

Provide assistance to Cafeteria Manager in the lunchroom.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Assist in serving food as assigned.
- Prepare cafeteria for service such as placing chairs, washing tables, cleaning and placing trays, etc. Organize supplies and equipment for efficiency and according to procedures.
- Make silverware accessible to students.
- Handle trash (place bags in trash cans, take out trash regularly, maintain cleanliness.)
- Assist with student needs and discipline while in the cafeteria.
- Clean after food service; stack chairs, move tables, organize supplies, sweep and mop as directed.
- Return all cleaning equipment to designated area.
- Other duties as assigned.

**QUALIFICATIONS**

- Basic abilities to read and write to enable the employee to understand instructions and procedures for the food service program, as acquired through a high school diploma or equivalent coursework, experience and/or training.
- If required by the local jurisdiction, will be required to attain a permit or other credential for food handling; must have skills and knowledge necessary to attain such a qualification upon hire.
- Evidence of successful experience in student relations.
- Experience with the non-instructional supervision of children in an educational or similar setting.

- Ability to maintain a professional working relationship with others.



### *Job Description*

**Employer:** The Leona Group

**Job Title:** Community Liaison

**Department:** School

**FLSA Status:** Non-exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

### **SUMMARY**

Assist school leadership in implementing dropout prevention and other school initiatives; coordinate school programs and activities with services of community partner agencies and criminal justice authorities, especially as those programs relate to adjudicated youth; assist in managing discipline situations; coordinate career and college preparation programs; assist school leadership in creating the desired climate and school environment.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Interact with juvenile justice and/or state ward agencies to share information about students' social, educational, and emotional needs, in order to integrate school-based interventions with other services being received. Share relevant information with school staff as appropriate, to enhance or modify services being provided to students in the school setting.
- Communicate with criminal justice authorities on the behavior and recidivism rate of current and former students, in order to continuously improve the effectiveness of school-based activities.
- Network with other agencies to support at-risk students in achieving GED education.
- Coordinate student visits to colleges and universities; advise students on college preparation, testing, application, financial aid and admission procedures.
- Advise individuals on matters pertaining to personal problems, educational and vocational objectives, social and recreational activities.
- Review reports of student misconduct referred for disciplinary action, to ensure recommendations meet the school's Code of Conduct/Code of Ethics requirements. As delegated, advise students about disciplinary matters and administer disciplinary sanctions or consequences.
- Monitor safety and security of school grounds.
- Maintain records of student attendance.
- Advise staff members on problems relating to policy, programs and administration, or refer issues to the School Leader as appropriate.
- Assist School Leader with interviewing and hiring of staff.
- Refer students, as necessary, to community resources in consultation with their parents/guardians.

- Organize PTA/PTO activities and other parental involvement initiatives, such as fundraising, field trips, and graduation ceremonies.
- Direct and coordinate student community service projects, involving both public and private businesses.
- Assist School Leader with student admissions.

## **QUALIFICATIONS AND SKILLS REQUIRED**

- College degree in education, counseling, guidance services, or a similar program strongly preferred. At minimum, must meet No Child Left Behind requirements for Para-Professionals (specifically an associate's degree, 60 college credits, or passing scores on a Michigan Department of Education approved test).
- Demonstrated ability to create and maintain positive working relationships with criminal justice, social service, and community agencies, enabling individuals to create a network of support for the entire school community.
- Good knowledge of community resources and key partners, as acquired through 2 or more years' experience in guidance counseling, dropout prevention, student services, school administration, social services, or other relevant fields.
- Evidence of successful experience in student and parent relations.
- Experience with adjudicated youth preferred, but not required.
- Conflict, Prevention and Invention (CPI) Training.
- Knowledge of Positive Peer Culture Model and the goals of the model, specifically creating a safe, welcoming, and respectful school climate and positive peer culture that helps student attachment to school and counters harassment and other negative behaviors.
- Strong behavior management skills.
- Ability to de-escalate emotionally charged individuals.



### *Job Description*

**Job title:** Custodian

**Department:** School

**FLSA Status:** Non-Exempt

Responsible for keeping the school site and school materials clean and in good working order; identify potentially unsafe situations, and keep the physical plant and surrounding areas clean and free of debris.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following.

- Implement the directives of the School Leader or other designated supervisor with respect to cleaning the academy facility. May include cleaning classrooms, common areas, offices, restrooms, athletic facilities, or any inside or outside area of the school building and grounds.
- Report concerns about safety or health as related to the academy facility to the School Leader; whenever possible, immediately correct potentially unsafe situations in order to avoid injury to self, staff, students, visitors and others.
- Follow established guidelines related to universal precautions including blood-borne pathogens procedures.
- May be responsible for ordering or purchasing cleaning materials or other supplies related to custodial work; follow procedures to ensure expenditures are properly documented and academy funds are properly handled.
- Work cooperatively with other staff members in completing assignments. May be responsible for coordination of work with facility landlord, if applicable.
- Other duties as assigned.

### **QUALIFICATIONS**

- Basic reading, writing and speaking skills to enable staff member to understand and carry out supervisory instructions and to read and understand health and safety information (for example Material Safety Data Sheets).
- Ability to organize work to meet daily deadlines.
- May be required to work afternoon or evening shifts, depending on academy needs.

**PHYSICAL REQUIREMENTS**

Able to perform custodial duties including sweeping, mopping, vacuuming, removing trash, which entails:

- Lifting up to 50 pounds
- Bending and twisting frequently throughout the work day
- Possible stair climbing depending on the facility



*Job Description*

**Job Title:** GSRP Associate Teacher (Aide)

**Department:** School

**FLSA Status:** Non-Exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

**SUMMARY**

The Associate Teacher will assist and support the lead teacher in planning and implementing developmentally appropriate activities utilizing the High/Scope Approach with children.

**ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:**

- Display a desire to work with children and serve as a role model
- Communicate effectively both verbally and in writing
- Demonstrate loyalty to the position and the Academy
- Help the teacher prepare and distribute lesson materials
- Instruct students under the supervision of the lead teacher
- Follow the GSRP Program Standards
- Guide children in working and play harmoniously with other children
- Assist the lead teacher in keeping the classroom neat, clean and orderly to provide work and study areas conducive to learning
- Collect and display suitable materials for bulletin boards and other educational displays
- Sit with children during all meal times and model appropriate mealtime social skills
- Accompany the lead teacher on visits to each child's home twice per year as indicated on the planning calendar, to meet parents or guardians and become familiar with the child's family and environment
- Assist the lead teacher with supervision of students during play periods
- Maintain current and accurate records as requested
- Willingly accept other related duties assigned by the School Leader
- Ability to work without supervision, demonstrating initiative
- Maintain a positive, professional and cooperative work attitude



- Plan and organize own work effectively
- Maintain professional appearance.
- Other duties as assigned.

### **QUALIFICATIONS**

The following is a list of minimum requirements and must have one of the following:

- An associate's degree (AA) in early childhood education or child development or the equivalent; or
- A valid classroom CDA credential; or
- An existing 120 Hour approval.



### *Job Description*

**Job Title:** Title I Paraprofessional

Former Titles: Title I Aides, Instructional Aides, Educational Assistants, Para-educator, Educational Aides, Tutors

**Department:** School

**FLSA Status:** Non-exempt

### **SUMMARY**

Provide supplemental instructional support to eligible students.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Deliver interventions to students based on the instructional plans developed by the Title I Teacher and/or the General Education Teacher. Interventions may include support in the form of small group and/or individualized instruction, tutoring, guided practice, or other techniques, as guided by the teacher.
- Report back to the Title I Teacher and/or General Education Teacher on the outcomes of the interventions conducted by keeping daily student outcome reports
- Administer assessments and screeners that will contribute to the teachers' decisions in regards to:
  - o determining eligibility for entry into Title I program
  - o creating appropriate interventions
  - o progress-monitoring
  - o exiting students from the Title I program
- May attend parent/teacher conferences as needed to support the teacher in communicating with parents about student performance, behavior, or other topics.
- Maintain student files as requested and required by the needs of federal, state and local guidelines to track student progress. Maintain the confidentiality of student records and student information.
- Maintain activity logs and time and effort documentation that comply with regulatory requirements
- Maintain constant communication with Title I Teachers and General Education Teachers regarding the progress of and concerns about Title I students
- May serve as an active member of teams such as RTI team, data team, PBS team, school improvement team, etc.
- Assist the teacher in communicating and upholding behavior and conduct expectations

found in the school-wide behavior management plan; assist in maintaining a safe and secure environment in the classroom.

- Other duties as assigned.

### **REQUIRED QUALIFICATIONS**

- Complete at least two years of study at an accredited institution of higher education (equal to 60 semester hours); or
- Obtain an associate's degree (or higher) from an accredited institution; or
- Meet a rigorous standard of quality and demonstrate, through passage of an approved formal state academic assessment in the following areas:
  - 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.

The State Board of Education approved the following formal assessments by which a paraprofessional may choose to demonstrate this knowledge:

- Basic Skills Examination MTTC - A passing score of at least 480 on the evidence-based reading and writing section of the SAT and 530 on the mathematics section in lieu of the Basic Skills Test or Professional Readiness Exam
- ETS Parapro Assessment - A passing score of 460 is required

While no longer available, the following assessments would also provide qualification:

- WorkKeys®-Required Scores:
- Reading for Information – 4; and
- Applied Mathematics – 4; and
- Writing – 3 (Business Writing was NOT approved)

### **DESIRED QUALIFICATIONS**

- Evidence of successful experience in student and parent relations as evidenced through prior experience in personal or professional settings.
- Demonstrated proficiency in an instructional support capacity, as acquired through prior experience in tutoring, teaching or similar work experience.
- Willingness to learn
- Flexible
- Knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate



## Job Description

**Employer:** The Leona Group

**Job Title:** School Leader

**Department:** School

**FLSA Status:** Exempt

**Reports to:** Supervisor

**Required:** Must pass a criminal background check

## SUMMARY

Provide on-site educational leadership and managerial expertise necessary to accomplish the specified educational goals and to assure the overall success of the academic program.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Ensure that all aspects of operations comply with state laws and regulations, as well as with academy contracts and policies.
- Coordinate development of, and maintain, any written educational plan required by law and consistent with the educational goals adopted by the board.
- Ensure proper implementation of the school-wide instructional plan and adherence to state and federal Every Student Succeeds Act (ESSA) requirements.
- Strive to increase the efficient use of resources in the daily operations of the school.
- Articulate to the entire staff, board, student body, parents and community, the vision, mission and strategies that help achieve the defined educational goals and objectives.
- Continually monitor/supervise the progress of the staff and coordinate professional development opportunities on a regular basis.
- Assign staff to achieve the maximum benefit toward attainment of educational goals.
- Evaluate the progress of the professional and support staff toward the attainment of educational goals.
- Recommend changes in instructional or staffing patterns based on the analysis of staff and program progress.
- Establish and maintain a positive working relationship with the staff, student body, parents and community.
- Remain abreast of local, state and national issues/mandates that may affect the Academy.
- Maintain effective communication with supervisor and other company personnel in fulfilling managerial oversight responsibilities. Seek counsel and direction as needed to perform at a high level.

## REQUIRED QUALIFICATIONS

- High level of ability to communicate, by action, demeanor, and relationships with others, the school's mission and vision; ability to persuade key audiences; able to engage staff to deliver the same core messages and to motivate them to do the same.
- A master's degree or higher in administration, curriculum/instruction or an academic area desired, providing expertise in curriculum development, leadership, and program oversight. Bachelor's degree required.
- 3-5 years administrative or supervisory experience, demonstrating a high level of skill in supervising a staff, effectively training, delegating and coaching for high performance.
- A high level of initiative and the ability to manage short- and long-term projects and initiatives; able to use technology and other tools effectively to utilize information, communicate, and manage projects. Adequate understanding of school finances preferred, to effectively manage the academy budget in conjunction with other departments and with the academy board.
- Evidence of successful experience in employee/parent relations. Excellent ability to: reach out to diverse elements of the school, local, and Leona community; form and sustain positive relationships; and promote the school to prospective parents and community partners.
- Ability to create and nurture an effective academy leadership team, encompassing administration, curriculum, support services, and all other key areas.
- Excellent analytical skills; able to absorb, synthesize and respond to data from multiple diverse sources; able to implement sound data analysis practices throughout the school for the purpose of continuous improvement.
- State teacher certification desired, along with successful teaching experience; or other equivalent experience providing the skills and knowledge necessary for school leadership.



*Job description*

**Employer:** The Leona Group

**Job Title:** School Meal Program Coordinator

**Department:** Food Service

**FLSA Status:** Exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

**SUMMARY**

- Process and maintain School Meal records. Assure compliance with local Health Department regulations in food service department. Order and serve food. Perform food service duties as assigned. Supervise food service staff.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Process and maintain school meal records accurately and in accordance with government regulations, and supervise other food service employees in these tasks
  - Process student meal applications
  - Maintain meal attendance records
  - Handle meal payments and a la carte sales
  - Maintain other records pertaining to food program
- Order food for meal program
  - Obtain accurate count for number of meals needed for students, and work with vendor to order appropriate number of meals
  - Monitor bills from vendor for appropriateness.
  - Order commodities as needed according to menus provided by vendor
  - Order non-commodities food/supplies as needed by the school for the food program
- Serve food and manage food service area
  - Oversee food service operation for compliance with local health department regulations
  - Supervise food service staff and volunteers
  - Serve food to students and staff
  - Ensure cleanliness of food service areas
- Ensure compliance with all company and government safety regulations and procedures; work with School Leader and TLG support areas to monitor and manage food program costs
- Any other related duties as assigned

## **QUALIFICATIONS**

- Business math and professional communications skills, and the ability to understand complex school meal program regulations and implement effective solutions, including through training others, as acquired through a high school diploma or equivalent; college coursework preferred.
- Commitment to meet state requirements to become certified within a specified period of time, if not already certified
- Working knowledge of food service, sanitation, and recordkeeping requirements
- General office management skills including filing skills
- Strong math skills
- Knowledge of appropriate software programs (Word, Excel, etc.) along with general computer proficiency
- First Aid and CPR certification preferred

## **PHYSICAL REQUIREMENTS**

- Occasional lifting to 40 pounds. Work environment includes both office and cafeteria settings.



### *Job Description*

**Job title:** School Nurse

**Department:** School

### **SUMMARY**

The School Nurse will provide nursing services, first aid, illness and emergency care to students and staff in accordance with professional standards, school policies and procedures, and state and local mandates. The school nurse is proactive, in issues that affect the health of children, to promote optimal learning in the educational setting and will oversee the emotional, mental, physical and social health of students. The school nurse will also manage students who have chronic health conditions and includes giving them medication as needed and working with parents and teachers to create and enforce care plans. Implement all procedures to meet compliance standards as guided by the Michigan School Code and the Michigan Public Health Code.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assess and evaluate the health and development status of students through nursing diagnosis.
- Plan a course of action and assist students, their parents, and school personnel in assuming proper roles for eliminating, minimizing, preventing, or understanding the health problems which interfere with effective learning by the student.
- Recommend to parents and appropriate school personnel modifications in the educational program as indicated by the health and developmental status of students.
- Provide a plan for in-service education for school personnel including observations of the health of students, referral systems, and first aid and emergency care procedures.
- Participate as the health team specialist on the child education evaluation team to develop the health care component of the Individual Education Plan (IEP) for students with identified health needs.
- Ability to assist students, their families, and school personnel in recognizing potential and current health needs and in the development of plans for utilizing available resources to meet these needs.
- Submits records, reports and assignments promptly and efficiently.
- Deals with obstacles and constraints positively.



- Demonstrates ability to adjust to and use new approaches in the performance of his/her duties.
- Seeks and takes advantage of opportunities for professional growth.
- Maintain appropriate licenses and training hours as required.
- Other duties as assigned

## **QUALIFICATIONS/REQUIREMENTS**

- Certification as a registered nurse
- Certification as a school nurse OR begins certification process once hired
- Experience in school and/or pediatric nursing desired
- Must possess physical ability to perform all required work:
  - Must be able to stand and stoop, kneel, crouch or crawl and climb stairs.
  - Must be able to lift and/or move and support at least 50 pounds of weight (pick up a child, etc.).
  - Must be able to use upper body strength (CPR, etc.)
- Ability to handle stressful situations and carry out responsibilities during an emergency.
- Ability to appropriately communicate and maintain a professional relationship with supervisors, staff, parents, students and with members of the community.
- Ability to work independently and effectively as a team member to complete job duties and assignments in a timely manner with limited supervision.
- Maintain confidentiality
- This is not an exhaustive or all-inclusive list of responsibilities, duties, skills, requirements, efforts, functions or working conditions associated with this job. Other duties may be assigned.



***JOB DESCRIPTION***

**Job title:** School Social Worker

The primary focus of the school social worker is to assist students whose emotional/ social problems interfere with their ability to obtain maximum benefit from the educational program. The social worker may also act as a liaison between parents/ guardians, school, and public or private agencies responsible for student care and services in order to assist parents in taking advantage of services available in the school and community. Serve as a mentor to less experienced Social Workers; serve on Leona-wide crisis response team to provide support to other schools in the event of major incidents of crisis.

**Essential functions related to services to students eligible for special education who have emotional/social problems:**

- Conduct social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services.
- Participate in Multi-Disciplinary team meetings to review the results of evaluation(s) and make recommendations relative to eligibility.
- Participate in Individual Educational Planning team (IEP) meetings to identify the amount of social work support a student may require; develop annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student.
- Provide social work services as described in IEPs related to specific goals and objectives; provide written evaluations on student progress.
- Conduct functional behavior assessments and write behavior intervention plans in cooperation with IEP team members.
- Provide training for staff and assists staff in carrying out behavior intervention plans.
- Maintain appropriate confidential records for each student served.
- Develop and plan activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom.
- Mentors other social workers eligible for temporary approval as school social worker(s) during their first year(s) of employment.

**Essential functions related to social work services on a school-wide basis:**

- Provide pre-referral consultation to teachers and school leaders regarding students with behavior/adjustment issues and join the child study team when students with behavior problems are referred for interventions.
- Provide consultation to parents/guardians regarding family and community adjustment and utilization of community resources.
- Provide training and assistance to teachers related to classroom management skills to more effectively address student behavior issues.
- Serve as a liaison between the school and community service agencies.
- Make home visits for family consultation and evaluation.
- Assist school teams in developing and carrying out crisis response plans.
- Assist staff and parents in adjusting to crises/trauma. Serve on Leona-wide crisis, trauma and loss response team(s) to address major incidents.
- Assist the school team in developing and implementing school-wide behavior intervention strategies. Provide training on Conflict Prevention and Intervention or other strategies to assist school staff in effectively addressing problem areas.
- Provide social skills training to students as part of school-wide behavior intervention strategies.
- Other duties as assigned.

**Required Qualifications:**

- . Masters in social work and licensure/certification with a School Social Worker endorsement or eligibility for temporary or full approval as a school social worker.
- . 2 or more years' successful school social work experience.
- . Skill in individual and group assessment and treatment techniques as acquired through experience.
- . Ability to formulate eligibility recommendations for students with emotional/social problems.
- . Ability to communicate effectively both orally and in written communications.
- . Knowledge of positive behavior intervention strategies and successful experience in writing and implementing behavior intervention plans.
- . Knowledge of social skills needed to change behavior and ability to integrate training into classroom activities.
- . Knowledge of community resources and experience with a variety of agencies.
- . Ability to handle stressful situations and carry out responsibilities during times of crisis.
- . Ability to work effectively as a team member in developing and providing services to students.



### *Job Description*

**Employer:** The Leona Group

**Job Title:** Security

**Department:** School

**FLSA Status:** Non-Exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

### **SUMMARY**

Responsible for monitoring the school property, helping to assure a safe, orderly environment, and notifying school leadership of any unusual occurrences. Responsible for assuring that all of the entrances and exits of the school are properly secured for the safety of the students and staff. In cooperation with the office staff, is responsible for greeting visitors and ensuring safety and security procedures are followed with respect to visitors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Conduct regular walkthroughs inside and outside of the school.
- Identify unclean, unsafe or disorderly situations and resolve them, or elevate the concern to the leadership staff.
- Maintain regular records related to security incidents.
- Communicate with students and others in the school to de-escalate problem situations and avoid conflicts; if conflicts or fights do arise, intervene to resolve issues, restore order and avoid injuries or damage; call for police or other assistance as appropriate.
- Cooperate with law enforcement authorities as needed to make reports or investigate problem situations.
- Assist in conducting fire and tornado drills, evacuation plans, etc. May assist in emergency planning and emergency communications.
- Administer first aid.
- Other duties as assigned.

### **QUALIFICATIONS**

- Proven ability to communicate effectively with others in difficult or confrontational situations; able to de-escalate conflict and resolve disputes. Prior training in dispute resolution, mediation, and/or appropriate procedures to restrain students would be helpful.
- Excellent interpersonal communication skills; able to maintain effective working relationships with students, staff, and others throughout the school. Able to create a welcoming environment while also maintaining safety and security.

- Certification to perform first aid and CPR.
- Prior relevant work history, such as experience in security, law enforcement, or school discipline.
- Good basic business writing skills as acquired through a high school diploma or equivalent
- Physical/motor skills sufficient to allow the employee to move throughout the building quickly, make accurate observations of the environment, and to intervene if necessary in resolving conflicts.



*Job Description*

**Job Title:** Teacher

**Department:** School

**FLSA Status:** Exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

**SUMMARY**

Provide high-quality instruction to students and work collaboratively with the school leader, colleagues, students, parents and the board to accomplish or surpass the academy's articulated educational goals. Work as a collaborative team member to implement the academy curriculum and accomplish short- and long-term academic goals.

**ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:**

- Create a classroom environment that is conducive to learning; develop reasonable rules of classroom behavior and procedure; enforce the academy's student discipline code; collaborate in the implementation of initiatives such as school-wide behavior management systems.
- Plan a program of study that meets the individual needs and goals of students; establish clear objectives for all lessons and units; ensure that lessons -- as planned, delivered, and assessed -- are aligned with state curriculum and school-wide curriculum standards.
- Develop lesson plans and submit them for review and feedback as scheduled; work cooperatively with the academy's instructional coach to learn from feedback and improve the quality of instruction. Participate in ongoing analysis and
- planning to ensure that the school's curriculum remains aligned to state standards.
- Collaborate with special education staff to implement, to the greatest extent possible, an inclusive approach to students with special needs. Remain aware of student needs; participate in child study teams or individualized education planning; implement accommodations and modifications as indicated in student IEP's; seek advice and counsel from student support services areas when needed to ensure that all students are fully served.
- Collaborate with other staff, as necessary, to implement grant-funded programming to accelerate learning for students with a variety of needs including special education, at-risk, limited English proficient students and others, to bring them to grade level proficiency.
- Maintain accurate and complete records as required; maintain the confidentiality of student records and student information. Complete any documentation necessary for the academy to be in compliance with regulatory requirements, such as time and effort reporting.

- Communicate with parents and make provisions for being available outside normal hours; work with parents to encourage participation in their child's learning experiences; provide regular communication to parents regarding their children's performance.
- Maintain professional competence via conferences, mentoring, involvement in professional organizations, continuing coursework, etc. Complete all coursework and other requirements necessary to maintain teaching credentials and "highly qualified" status, as required by the teacher's assignment.
- Inform the school leader of needed instructional resources. Serve as an active member of teams such as grade-level, school-wide planning, school improvement or other areas of focus.
- May participate in extracurricular activities such as coaching, clubs, student government, tutoring, enrichment activities, etc.
- Other duties as assigned.

## **QUALIFICATIONS**

- State teacher licensure/certification with appropriate endorsements(s).
- Bachelor's degree with subject area emphasis and/or coursework and/or experience necessary to be deemed "highly qualified" for the grade/subjects to be taught. (Will consider non-certified applicants with a degree in the subject area to be taught; would be required to complete a plan of action to become "highly qualified" within a prescribed period of time.)
- Demonstrated commitment to young people's learning success and achievement.
- Demonstrated proficiency in a teaching/tutoring capacity as acquired through prior experience in tutoring, teaching or other education-related experience; evidence of successful experience in student and parent relations.



THE LEONA GROUP

### *Job Description*

**Employer:** The Leona Group

**Job Title:** Title 1 Teacher

Former Titles: Academic Interventionist, Intervention Specialist, Intervention Teacher, Math Interventionist, Reading Interventionist, Response to Intervention Teacher

**Department:** School

**FLSA Status:** Exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

### **SUMMARY**

Collaborate with the general education staff to create and provide supplemental instruction to eligible students.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following:

- Provide individualized and/or small-group instruction for students in the Title I program
- Administer assessments and screeners and participate in decisions regarding:
  - o determining eligibility for entry into Title I program
  - o creating appropriate interventions
  - o progress-monitoring
  - o exiting students from the Title I program
- Maintain close communications with regular classroom teachers regarding the progress of and concerns about Title I students
- Participate in regularly scheduled meetings to discuss and plan interventions for individual students including, but not limited to RTI team meetings, data team meetings, PBS team meetings, etc.
- If Title I paraprofessionals are a resource in the building, plan interventions that utilize the Title I paraprofessional to implement those interventions and provide monitoring and feedback regarding the interventions
- Perform all other necessary duties in teaching students, such as ensuring materials are procured for lessons, maintaining appropriate climate for learning, etc.
- Help evaluate the effectiveness of Title I program and its impact on student achievement



- Participate in regularly scheduled Title I meetings with the Title I Coordinator to discuss the program as a whole with a view toward improvements throughout the year
- Design and implement daily lesson plans for intervention activities, turn in a daily schedule/list of students served and comply with all other documentation and data requirements
- Conduct formal and informal parent-teacher conferences
- Maintain activity logs and 'time and effort' documentation that comply with regulatory requirements
- Other duties as assigned

### **REQUIRED QUALIFICATIONS**

- Must meet No Child Left Behind requirements for highly qualified teachers in the grade levels and content areas in which services will be provided.
- Demonstrated proficiency in a teaching/tutoring capacity.
- Demonstrated proficiency in the design and implementation of academic interventions preferred.
- Evidence of successful experience in student and adult relations.

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

## PHYSICAL PLANT DESCRIPTION

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. [See MCL 380.502(3)(j), 380.503(5)(d) and (g), 380.512(3)(j) and 380.513(6) (d) and (g)].
2. Description of and Address for Academy.

### Description:

The Academy is a former parochial school facility and has undergone significant renovation. It consists of brick and mortar construction. The Dexter Avenue site is three levels containing 24 classrooms. A small gymnasium is available on a scheduled basis for physical and large group activities.

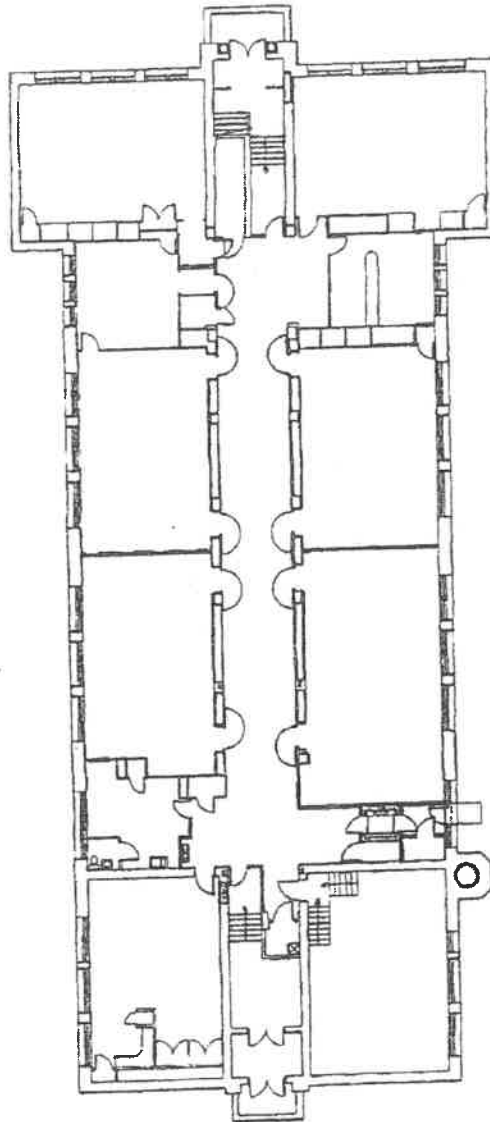
### Address:

15055 Dexter Avenue  
Detroit, MI 48238

Name of Local School District: Detroit Public Schools

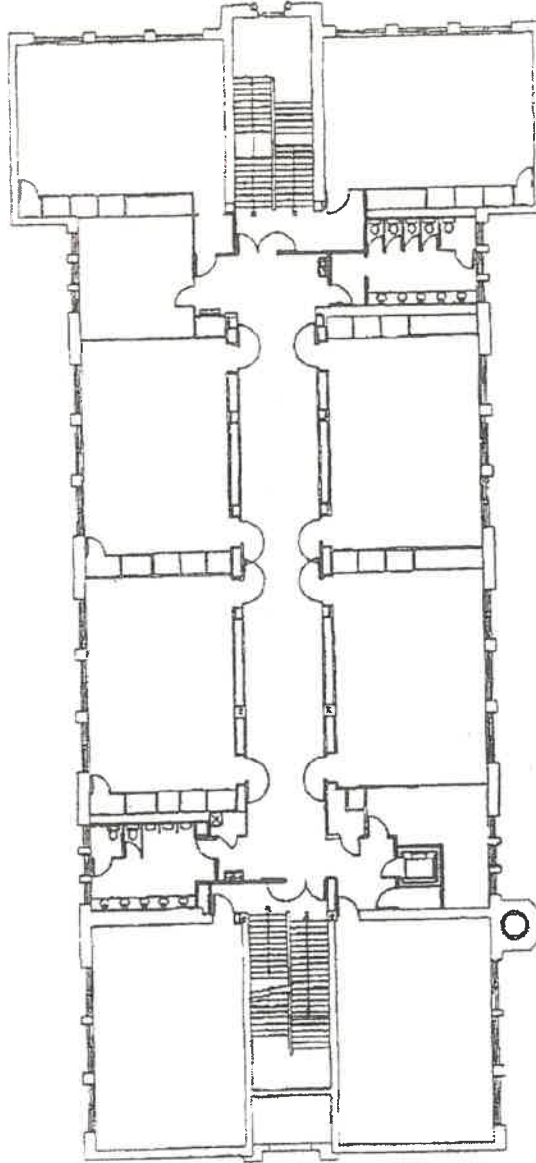
Name of Intermediate School District: Wayne County RESA

3. It is acknowledged and agreed that the following information about this site is provided on the following pages, or must be provided to the satisfaction of the Ferris State University Board of Trustees before the Academy can operate as a public school in the State of Michigan:
  - A. Size of Building – As stated above.
  - B. Floor Plan – See attached.
  - C. Description of Rooms – On file at the Academy.
  - D. Copy of Lease or Purchase Agreement – On file at the Academy and at the Ferris State University Charter Schools Office.
  - E. Name of Local District in which the Academy will be Located – As stated above.
  - F. Name of Intermediate School District in which the Academy will be Located – As stated above.



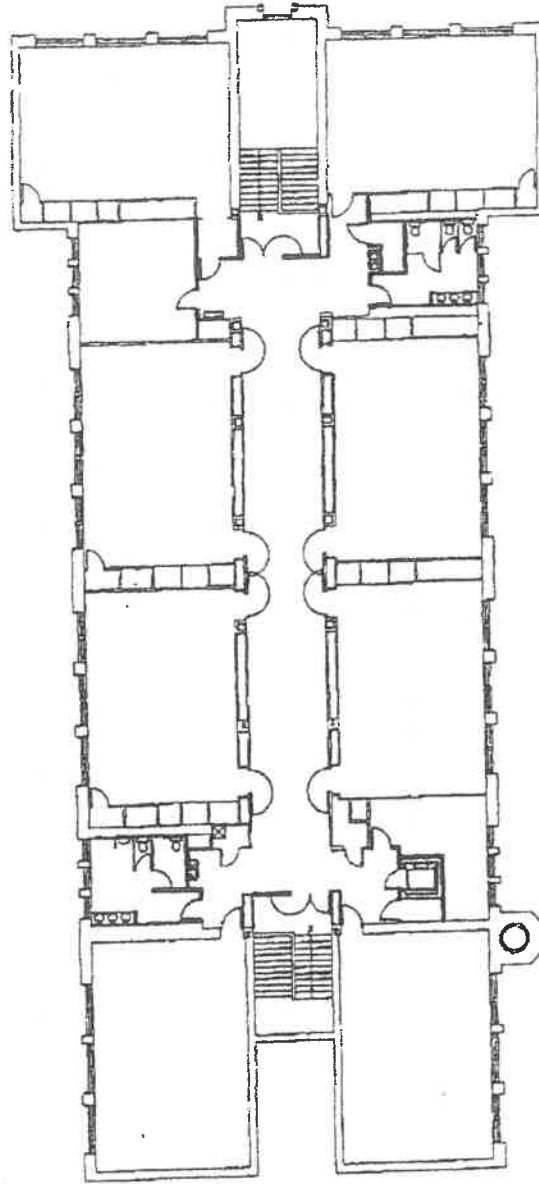
**Joy Prep. Academy  
Lower Level**

15051 Dexter  
Detroit, MI 48238



**Joy Prep. Academy**  
**Main Level**

15051 Dexter  
Detroit, MI 48238



**Joy Prep. Academy  
Upper Level**

15051 Dexter  
Detroit, MI 48238

**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

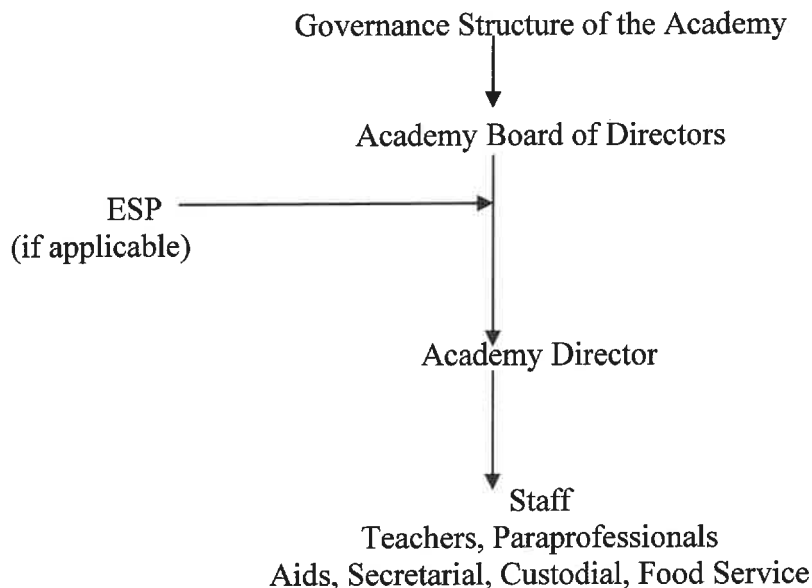
The University Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to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

Joy Preparatory 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.

**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.

**Joy Preparatory Academy does not discriminate in its enrollment process based on:**

- |                      |  |
|----------------------|--|
| • Race               | • Marital Status   |
| • Color              | • Veteran or Military Status   |
| • Religion or Creed  | • Height   |
| • National Origin    | • Weight   |
| • Sex                | • Protected Disability   |
| • Sexual Orientation | • Genetic Information  |
| • Gender Identity    | • Any other characteristic prohibited by applicable state or federal laws or regulations |

**SECTION g**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

## 2023-2024 Joy Preparatory Academy School Calendar

**23-31** Classroom set up/ Professional Day

AUGUST '23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**1-5** Winter break  
**15** M.L. King Day

**1** PD

**4** Labor Day/No School

SEPTEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

**1** Re-Enrollment Begins  
**7** Count Day  
**19-23** Mid-winter Break  
**26** Quarter 2 Ends  
**28** Re-Enrollment Ends

**4** Count Day

**1** No School/Professional Development/PTC

**31** Quarter 1 ends

OCTOBER '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**25-29** Spring Break/No School

**01** Quarter 2 Begins

**1** No school PD

**22-25** Holiday Break

**23** Thanksgiving

NOVEMBER '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APRIL '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**1** Open Enrollment Begins  
**12** Open Enrollment Ends  
**19** Quarter 3 ends  
**22** Quarter 4 begin

**25-31** Winter Break

DECEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY '24						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**24-27** Memorial Day  
No School

**19** Juneteenth  
(No School)

**26** Last Day for  
Students

**28** Last Day for  
Staff

JUNE '24						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

<b>Holiday/Break</b>	<b>School Hours: 8:00-2:51</b>	<b>Grades: Pre-K through 8th</b>
<b>Professional Day</b>	<b>180 Student Days=1,161</b>	<b>Monday-Friday</b>
<b>Quarter 1-4 Dates</b>	<b>Phone: 313-340-0023</b>	<b>Fax: 313-340-0678</b>



## **Joy Preparatory Academy**

### **Bell Schedule**

7:30 a.m.	Office Opens
7:45 a.m.	Students Dismissed to Classrooms
7:45 a.m. - 8:00 a.m.	Breakfast
8:30 a.m.	Tardy
8:30 a.m. - 12:30 p.m.	Core Curriculum
10:30 a.m. - 12:30 p.m.	Lunch Times Vary by Grade Level
1:00 p.m. - 2:46 p.m.	Core Curriculum
2:51 p.m.	Dismissal



**SECTION h**

**AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED**

## **AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED**

**JOY PREPARATORY 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: 38-600-5159			
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"/> Inter-local Agreement Entity							
<b>PSA ADMINISTRATIVE OFFICE</b>							
Academy Name: Joy Preparatory Academy				Contract Effective Dates: 7/1/2023 to 6/30/2028    (5 yrs)			
State Corporate ID #: 800844827		Federal Employer ID#: 38-3485112		Data Universal Numbering System (DUNS) 02-2561935			
<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: 149 Free/Reduced Eligible: 99%		Grades to Start Academy: Pre-K - 8 Grades Authorized: Pre-K - 12		Number of School Days: 180 Instructional Hours: 1,161		<b>SCHOOL CALENDAR</b> First Day: 9/5/2023    Last Day: 6/26/2024	
Expansion comments, when applicable:							
PSA Administrative Office Address: 15055 Dexter Ave				City: Detroit		Zip Code: 48238	
				Website URL: www.joyprep.com			
Contact Person: Adasina Philyaw		Position: School Leader		Phone: 313-340-0023 Fax: 313-340-0678		E-Mail: adasina.philyaw@leonagroup.com	
County Name: Wayne		Intermediate School District: Wayne County RESA			Local School District: Detroit Public Schools		
Educational Service Provider: The Leona Group		Address: 2125 University Park Dr		City: Okemos		State: MI	Zip Code: 48864
<b>PSA BOARD PRESIDENT INFORMATION</b>							
Board President Name: Dr. Alfred Cobbs		Phone: 313-571-5500			E-mail: aa2845@wayne.edu		
Address: 14030 Faust Ave			City: Detroit			Zip Code: 48223-3540	

MAIN SITE							
<b>Academy Name:</b> Joy Preparatory Academy							
<b>Address:</b> 15055 Dexter Ave				<b>City:</b> Detroit		<b>Zip Code:</b> 48238	
<b>Contact Person:</b> Adasina Philyaw		<b>Position:</b> School Leader		<b>Phone:</b> 313-340-0023 <b>Fax:</b> 313-340-0678		<b>E-Mail:</b> adasina.philyaw@leonagroup.com	
<b>County Name:</b> Wayne		<b>Intermediate School District:</b> Wayne County RESA		<b>Local School District:</b> Detroit Public Schools		<b>Grade Configuration:</b> Pre-K - 8	
<b>DELEG/LARA Certificate of Use and Occupancy:</b> <input type="checkbox"/> (Final) <b>Date Issued:</b> _____ <input type="checkbox"/> (Temporary) <b>No.:</b> _____ <b>Expiration Date:</b> _____							
SITE 2							
<b>Academy Name:</b>							
<b>Address:</b>				<b>City:</b>		<b>Zip Code:</b>	
<b>Contact Person:</b>		<b>Position:</b>		<b>Phone:</b> <b>Fax:</b>		<b>E-Mail:</b>	
<b>County Name:</b>		<b>Intermediate School District:</b>		<b>Local School District:</b>		<b>Grade Configuration:</b>	
<b>DELEG/LARA Certificate of Use and Occupancy:</b> <input type="checkbox"/> (Final) <b>Date Issued:</b> _____ <input type="checkbox"/> (Temporary) <b>No.:</b> _____ <b>Expiration Date:</b> _____							
SITE 3							
<b>Academy Name:</b>							
<b>Address:</b>				<b>City:</b>		<b>Zip Code:</b>	
<b>Contact Person:</b>		<b>Position:</b>		<b>Phone:</b> <b>Fax:</b>		<b>E-Mail:</b>	
<b>County Name:</b>		<b>Intermediate School District:</b>		<b>Local School District:</b>		<b>Grade Configuration:</b>	
<b>DELEG/LARA Certificate of Use and Occupancy:</b> <input type="checkbox"/> (Final) <b>Date Issued:</b> _____ <input type="checkbox"/> (Temporary) <b>No.:</b> _____ <b>Expiration Date:</b> _____							
SITE 4							
<b>Academy Name:</b>							
<b>Address:</b>				<b>City:</b>		<b>Zip Code:</b>	
<b>Contact Person:</b>		<b>Position:</b>		<b>Phone:</b> <b>Fax:</b>		<b>E-Mail:</b>	
<b>County Name:</b>		<b>Intermediate School District:</b>		<b>Local School District:</b>		<b>Grade Configuration:</b>	
<b>DELEG/LARA Certificate of Use and Occupancy:</b> <input type="checkbox"/> (Final) <b>Date Issued:</b> _____ <input type="checkbox"/> (Temporary) <b>No.:</b> _____ <b>Expiration Date:</b> _____							

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: July 1, 2023</b>      <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: February 17, 2023</b>      <b>Effective Date: July 1, 2023</b></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. 4-5</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. 2-3</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. 3</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: April 14, 2018                      State Corp. ID #: 800844827	<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. 1</b>	‘Schedule 1 Articles of Incorp’

Description		Applicability	Sec /Page No. In Contract	Additional Comments
16	Academy bylaws.	All Academies Part 6a: 502(3)(d) Part 6c: 522(4)(d) Part 6e: 552(7)(d) <u>1311b et seq:</u> 1311d(3)(d)	Tab C2	‘Schedule 2 Bylaws’
<b>Fiscal Agent</b>				
17	Designation of <b>fiscal agent</b> .	All Academies Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) <u>1311b et seq:</u> 1311l(1)	Tab C3 Sec. 1.01 P. 1	‘Schedule 3 Fiscal Agent Agreement’
18	<b>Duties</b> of fiscal agent.	All Academies Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) <u>1311b et seq:</u> 1311l(1)	Tab C3 Sec. 2.01-2.04 P. 2-3	‘Schedule 3 Fiscal Agent Agreement’
19	Authorizer <b>administrative fee</b> of up to 3% of total State Aid.	All Academies Part 6a: 502(6) Part 6c: 522(7) Part 6e: 552(10) <u>1311b et seq:</u> 1311d(6)	Tab C4 Sec. 4.01 P. 5	‘Schedule 4 Oversight Agreement’
<b>Compliance with Applicable Law and Disclosure of Public Information</b>				
20	Prohibition on the Academy charging <b>tuition</b> .	All Academies Part 6a: 504(2) Part 6c: 524(2) Part 6e: 556(2) <u>1311b et seq:</u> 1311g(2)	Tab B Sec. 7.1 P. 16	‘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.	All Academies Part 6a: 502(1); 1217 Part 6c: 522(1); 1217 Part 6e: 552(5); 1217 <u>1311b et seq:</u> 1311d(1); 1217	Tab B Sec. 6.11 P. 15	‘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> .	All Academies Part 6a: 503(6)(i) Part 6c: 523(2)(d) Part 6e: 553(5)(h) <u>1311d:</u> 1311d(3)(h)	Tab B P. 41	‘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>  <b>Tab 7d</b>	‘Educational Goals Policy’  ‘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>  <b>Tab B</b> <b>Sec. 3.8</b> <b>P. 7-8</b>	‘Resolutions’  ‘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. 17-18</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</b> <b>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</b> <b>Sec. 11.27</b> <b>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</b> <b>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</b> <b>Sec. 8.1</b> <b>P. 16-17</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</b> <b>Sec. 11.29</b> <b>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)	Tab 7c  ‘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)	Tab 7d  ‘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)	Tab 7e  ‘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)	Tab B Sec. 6.14 P. 16  ‘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)	Tab 7g  ‘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	Tab 7g  ‘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)	Tab 7h  ‘Age or Grade Range of Pupils to Be Enrolled’



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. 26</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. 26</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. 26</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’
<b>Reconstitution and Revocation</b>				
58	Procedures and grounds <b>for revoking the contract</b> provided for in applicable law, including: (see 59-62below)	<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. 18-25</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. 20</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. 20</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. 20</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. 20</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. 10.2 P. 18-19</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.