

**FERRIS
STATE
UNIVERSITY**

A

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

BETWEEN

MICHIGAN CONNECTIONS ACADEMY
(A SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL)

AND

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

AUTHORIZATION PERIOD:

JULY 1, 2025 – JUNE 30, 2032

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Policies

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

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

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

Revised: January 31, 2025

EDUCATIONAL SERVICE PROVIDER

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

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

A. Academy Board Due Diligence

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

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

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

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

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

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

B. Academy Board Administrative and Fiduciary Responsibilities

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

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

C. Management Agreement Provisions

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

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

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

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

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

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

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

"Indemnification of Ferris State University. The parties acknowledge and agree that the Ferris State University Board of Trustees, Ferris State University and its members, officers, employees, agents or representatives (collectively referred to as "the University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the [insert name of Educational Service Provider] hereby promise to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole gross negligence of the University, which arise out of or are in any manner connected with Ferris State University Board of Trustees' approval of the Academy's application, Ferris State University Board of Trustees' consideration of or issuance of a Contract, the [insert name of Educational Service Provider's] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the [insert name of Educational Service Provider], or which arise out of the failure of the [insert name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

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

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

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

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

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

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

20. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of the ESP.
21. The maximum term of an ESP Agreement shall not extend beyond the term of the Academy’s Contract.
22. The University reserves the right to terminate an ESP Agreement for cause, in accordance with the terms of the Contract, relevant state law, and this policy. The University may

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

23. If the Academy intends to enter into an agreement with the ESP for the Academy's learning platform (e.g., virtual technology/curriculum, etc.), then such agreement must be separately documented, separately approved, and cannot be part of or incorporated into the ESP Agreement. Neither the ESP Agreement nor the agreement for the platform may contain a cross-default provision that allows the ESP to terminate the agreement for the learning platform upon termination of the ESP Agreement.
24. An ESP Agreement shall contain a provision that the Academy designates the ESP and the ESP employees as agents of the Academy having legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").
25. Any arbitration clause(s) contained with the ESP Agreement shall require a cause opinion (written explanation) as to the final decision. The CSO shall be notified of such decision, and the cause opinion shall be made available to the University Board and/or CSO upon request.
26. ESP Agreements shall not be assignable without prior notification to the CSO and without the consent of the Academy Board. Any assignable party shall be considered an ESP, as defined by these ESP Policies. As such, any assignable party shall follow the requirements set forth in these ESP Policies, including all due diligence and vetting requirements set forth above.
27. Consistent with the Academy's data breach response plan, an ESP Agreement shall contain a provision addressing how the Academy and ESP will handle a data breach of personally identifiable information (PII) from Academy education records or other information not suitable for public release.
28. The ESP Agreement shall contain language that any termination of the ESP Agreement by the ESP for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid school year is strongly discouraged and will be disapproved by the CSO with absent compelling circumstances and a clear demonstration that the new

ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school's operations. The Academy Board and ESP should make all efforts necessary to remedy a breach of the ESP Agreement in-order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and ESP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations.

29. The ESP shall notify the Academy Board if any principal or officer of the ESP, or the ESP (including any related organizations or organizations in which a principal or officer of the ESP served as a principal or officer) as a corporate entity, files for bankruptcy protection or, at the time the ESP Agreement is executed, has filed for bankruptcy protection within the last five (5) years .
30. The ESP Agreement shall contain a provision that states upon termination or expiration of the ESP Agreement, or the ESP Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, the ESP shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new ESP, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy) to the ESP, if any; (v) the amount owed by the ESP to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the cause of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the ESP to the Academy. This includes any keys, login information and passwords related to any Academy asset.
31. ESP Agreements shall require that the ESP provide to the Academy Board at least annually all of the same information that a school district is required to disclose under section 18(2) of the state school aid act of 1979, MCL 388.1618, for the most recent school fiscal year for which that information is available.
32. ESP Agreements shall provide that the financial, educational and student records pertaining to the Academy are Academy property, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. **To the extent the ESP manages and/or holds the Academy's financial, educational, and/or student records (whether electronically or physically), the ESP Agreement shall provide that the Academy Board shall have immediate access to such records, upon request, including electronic access to any database holding such records.** Except as permitted under the Contract and Applicable Law, no ESP Agreement shall restrict the University's or the public's access to the Academy's records.

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

D. Lease and Loan Agreement Provisions

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

E. Timeliness and Board Best Practices

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

F. Amendments

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

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

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

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"> a. Publish notice of the location of the office and hours of operation. b. Install telephone with voice message stating hours of operation. c. Hire an individual to act as custodian of and maintain and disburse student files, and other documents, files, and records. d. Perform day-to-day wind-up duties as required and maintain custody of business records until all business and transactions are completed. 	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	NOTE: 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 BeebeC@michigan.gov . 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

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.

AMENDMENTS

DATE

SECTION

TITLE

RESOLUTIONS

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 14, 2025**, 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: **Matthew M. Evans, 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 17th day of February, 2025.



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

February 14, 2025

4a.4(ii). Charter Contract Reauthorization: Michigan Connections Academy

It was moved by **Trustee Fisher**, supported by **Trustee Heartwell** 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 21, 2010 for Michigan Connections 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 February 22, 2013 the University Board reauthorized the Academy for five years through June 30, 2018; and,

WHEREAS, on December 15, 2017 the University Board reauthorized the Academy for seven years through June 30, 2025; and,

WHEREAS, the Academy is a fully virtual cyber school; and,

WHEREAS, the Academy currently serves 1,620 students in grades K-12; and,

WHEREAS, the University Board desires to reauthorize the Academy pursuant to the terms of a new contract to charter an academy ("New Charter Contract") in substantially the form provided to the University Board in connection with its consideration of this reauthorization resolution (the "Reauthorization Resolution") for seven years through June 30, 2032; 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 Michigan Connections Academy (the "Academy") submitted to the Ferris State University Charter Schools Office (FSU CSO) for a term ending on June 30, 2032, 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 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.

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. 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.

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 without prior notification to the Academy Board President, 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:

Frederick Fendt
766 5th Avenue
Lake Odessa, MI 48849
Term Expiration: June 30, 2025

Adam Vahratian
45864 Riviera Drive
Northville, MI 48168
Term Expiration: June 30, 2028

Linda Frost
32675 Myrna Street
Livonia, MI 48154
Term Expiration: June 30, 2026

Randall Zylstra
O-512 Leonard, NW
Grand Rapids, MI 49534
Term Expiration: June 30, 2026

Todd Terry
842 Forest Street
Ionia, MI 48846
Term Expiration: June 30, 2025

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

TERMS AND CONDITIONS

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: July 1, 2025

BETWEEN

**MICHIGAN CONNECTIONS ACADEMY
(A SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL)**

AND

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

CONFIRMING THE STATUS OF

MICHIGAN CONNECTIONS ACADEMY

AS A

SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL

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

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

WHEREAS, the Legislature has authorized a form of public school designated a "school of excellence" 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 authorized a form of school of excellence that is a cyber school to be created to serve the educational needs of pupils desiring an online learning environment and curriculum; 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 schools of excellence that are cyber schools; and

WHEREAS, The University Board has considered the Application for the re-authorization of MICHIGAN CONNECTIONS 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 school of excellence that is a cyber school are conferred upon the Academy and the status of the Academy as a school of excellence that is a cyber school 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 MICHIGAN CONNECTIONS ACADEMY which is re-authorized as a school of excellence that is a cyber school pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of MICHIGAN CONNECTIONS ACADEMY.

(c) “Applicable Law” means all state and federal law applicable to schools of excellence.

(d) “Application” means the most recent school of excellence application or amended application and supporting documentation submitted to the University for the establishment or for the re-authorization of the Academy.

(e) “Authorizing Resolution” means the Resolutions adopted by the University Board on February 14, 2025.

(f) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for school of excellence applicants and schools of excellence 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) “Charter Schools Office Director” or “CSO Director” means the person designated at the University to administer the operations of the Charter Schools Office.

(h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 *et seq.* of the Michigan Compiled Laws (“MCL”).

(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) “Cyber School” means a cyber school as defined in Part 6E of the Code.

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

(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 Balance 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 and 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 the operation and/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) “Probationary Status” means the status the Academy is placed in when conditions indicate a going concern risk for the Academy.

(r) “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.

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

(t) “Resolution” means the authorization or re-authorization Resolution adopted by the Ferris State University Board of Trustees on February 14, 2025, 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.

(u) “Schedules” means the following Contract Documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for School of Excellence, and Schedule 8: Information Available to the Public.

(v) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 *et seq.*

(w) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of

Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.

(x) “Terms and Conditions” means this document entitled “Terms And Conditions Of Contract, Dated July 1, 2025, Between MICHIGAN CONNECTIONS ACADEMY (A School of Excellence) And Ferris State University Board of Trustees Confirming The Status Of MICHIGAN CONNECTIONS ACADEMY As A School of Excellence.”

(y) “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.*

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

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

(bb) “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.

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 6E of the Code shall have the same meaning in this Contract.

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

Section 1.6 Application. The Application 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 to authorize public school academies. Nothing in this Contract shall be deemed to be any waiver of Ferris State University'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 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 school of excellence 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, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, 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, agreement, note, 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, including without limitation the cost of University services associated with responding to third party subpoenas and Freedom of Information Act ("FOIA") requests where the University receives a subpoena or FOIA request from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy). 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. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or Educational Service Provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract. 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, assignment, or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 *et seq.*, or (ii) direct that a portion of its State School Aid Payments be forwarded by the University 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). Without limiting its rights under this Contract and Applicable Law, the University reserves the right to disapprove a proposed ESP Agreement if the University determines in its sole discretion that the ESP Agreement 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. No ESP Agreement is approved unless the Academy receives from the CSO Director notice of a non-disapproval. 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 (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 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 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 the University, 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, the Agreement, or Applicable Law, as applicable. 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 [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

“Agreement Coterminous with Academy’s Contract; Reconstitution. 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.”

“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.”

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

Section 3.10 Additional Termination Rights. The University reserves the right to terminate a ESP Agreement for cause, in accordance with the terms of this Contract and Applicable Law, including where the University determines that the ESP is failing to meet the academic, financial, or other operational expectations outlined in the Contract, or if the ESP is in violation of Applicable Laws, regulations, or the terms of any 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.

Section 3.11 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 entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2 Other Permitted Activities. 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 (a) have not been submitted for review, or (b) have not been submitted for review and disapproved by the CSO Director, or (c) are not contrary to this Contract or Applicable Law, 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 real or personal property leased or subleased to the Academy.

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

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

(1) is employed by the Academy;

(2) works at or is assigned to the Academy;

(3) has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company;

(4) 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. If an Academy Board member discloses any prohibited familial relationships in the annual disclosure, or if the University finds that an Academy Board member has failed to disclose a prohibited familial relationship, that Academy Board member shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws.

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 CSO. All oaths of office shall be notarized by a registered notary public before submission to the CSO.

Section 4.8 Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1 Nonprofit Corporation. The Academy shall be organized and 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. Any 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. Unless amended pursuant to Article IX of the 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: a 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 Methods of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7. The Academy shall also assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall also 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 in their 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, and shall assess pupil performance using all applicable testing that the Code or the Contract require. 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 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;

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

Section 6.5 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 Code, this Contract, 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. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. By November 1 of each year, the Academy shall submit one (1) copy of the annual financial statement audit and auditor's management letters (and any responses thereto) 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, as well as any additional duties specifically adopted for the Academy by the University Board based on the Academy's circumstances. 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 Contractual 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 the circumstances in (a) 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 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.

Section 6.17 Identification of University and Educational Service Provider. The Academy shall ensure that the name(s) of the University and any Educational Service Provider responsible for both (i) administrative services or staff and (ii) educational and instructional services or staff, appear and be verbally provided on (a) all signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025, unless prohibited by a local ordinance or zoning authority, (b) promotional material that is created, modified, or distributed on or after April 2, 2025, (c) the footer of the Academy's website pages, and (d) the school application that a student must submit to enroll in the Academy.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1 Compliance with Part 6E of Code. The Academy shall comply with Part 6E of the Code and other parts of the Code that apply to public school academies and shall assure that all directors, officers, teachers, administrators, and staff are advised of and agree to comply with the provisions of Part 6E of the Code and other parts of the Code that apply to public school academies. The Academy shall assure that all parents are advised of the Academy's responsibility to comply with Part 6E of the Code and other parts of the Code that apply to public school academies.

Section 8.2 Compliance with Student Privacy Laws.

(a) The Academy shall comply with all laws and regulations pertaining to the privacy and release of information about students, including but not limited to Section 1136 of the Code and the Family Educational Rights and Privacy Act, as now enacted or as may subsequently be amended.

(b) The Academy shall develop and use an "opt-out form" required by Section 1136(6) of the Code which fulfills the obligation of both the Academy and the University to provide the opportunity to withhold directory information. The Academy shall forward to the CSO Director all opt-out forms which have been returned by parents opting out of the release of directory information.

(c) The Academy shall request photographic release forms from its pupils which grant authorization for use of photographic images both by the Academy and the University.

(d) In order to protect the privacy of students enrolled at the Academy, the Academy Board shall not:

- (1) 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.

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

Section 8.3 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 contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (1) to the Michigan Department of Education or CEPI;
- (2) to the student’s parent or legal guardian;
- (3) 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;
- (4) 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;
- (5) 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;
- (6) to the Academy by the University Board, University, Charter Schools Office;
- (7) 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;
- (8) 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;
- (9) to a person, agency, or organization as necessary for standardized testing that measures a student’s academic progress and achievement; or

- (10) 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 8.4 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:
 - (1) develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
 - (2) 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.
 - (3) 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.
 - (4) 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 8.5 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 8.6 Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.7 Compliance with State Laws. The Academy shall comply with all State laws which are applicable to public school academies, including, but not limited to, the Code, the State School Aid Act, the Open Meetings Act, Freedom of Information Act, Public Employees Relations Act, laws pertaining to prevailing wage and fringe benefits on state projects and competitive bidding, Public School Employees Retirement Act of 1979, Contracts of Public Servants with Public Entities Act, the Incompatible Public Offices Act, Uniform Budget and Accounting Act, Revised Municipal Finance Act, and Public Employees Health Benefit Act. Nothing in this Contract shall be deemed to apply to any other State law to the Academy, which is not applicable to and in accordance with law.

Section 8.8 Non-Discrimination. The Academy shall comply with the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, and the Michigan Persons with Disabilities Act, Act No. 220 of the Public Acts of 1976, as amended. The Academy and its contractors shall not discriminate against an employee or applicant for employment with respect to hire, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this provision shall be regarded as a material breach of the Contract.

Section 8.9 Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1 Amendments. The University Board and the Academy acknowledge that the operation and administration of a school of excellence and the improvement of educational outcomes over time will require 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 rights, responsibilities, or 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 listed as a Priority School 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 Termination by the Academy. 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, If the University Board is notified by the Michigan Department of Education that the Academy 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 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 State's Automatic Closure 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 the State's Automatic Closure 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 ("Pupil Hardship Exemption") shall be directed to the Michigan Department of Education, in a form and manner determined by the Michigan Department of Education.

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 10.6(c) do not apply to an automatic termination initiated by the State’s Automatic Closure Notice or an Economic Hardship Termination under this Section.

Section 10.3 Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or no reason provided that such termination shall not take place less than six (6) months from the date of the University Board’s action (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, or (iii) if exigent circumstances exist that the University Board, in its sole discretion, determines necessitate termination of this Contract to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the University Board 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 Office shall provide notice of the termination to the Academy. If, during the period between the University’s action to terminate and the effective date of termination, it is determined the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article. If this Contract is not terminated pursuant to this Section, the revocation procedures in 10.4 shall not apply.

Section 10.4 Statutory Grounds for Revocation. In addition to the other grounds for revocation of the Contract as set forth in this Article, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in this Article, 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 10.2, 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 school of excellence, 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 Licensing and Regulatory Affairs 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.

(g) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goal and related measures identified in this Contract.

(h) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract.

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 timeline 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 under section 1280c of the Code.

(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 subsection. 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. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under these Terms & Conditions.

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, in his or her sole discretion, 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(e) or (f), 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 CSO Director to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon 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 timeline 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 10.8. This Section shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.21 of these Terms and Conditions.

Section 10.9 Material Breach of Contract. The issuance of order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Board shall send notice to the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Board. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the University Board to suspend, terminate or revoke this Contract.

Section 10.10 Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the University President, in their sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a School of Excellence 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 and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as

security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

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

Section 10.11 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 10.12 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 10.13 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. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1 Employment Qualifications for Classroom Teachers; Teacher Evaluation Systems. The Academy or ESP 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. The Academy shall adopt, implement, and maintain a rigorous, transparent, and fair performance evaluation system for its teachers and school administrators that complies with Applicable Law. If the Academy enters into a management agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 11.2 Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code, other Applicable Law, and Michigan State or FBI procedures 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 and other Applicable Law concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.2 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 a copy of its final annual budget to the Charter Schools Office. 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:

- (1) 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.
- (2) 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.
- (3) 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:

- (1) the enhanced deficit elimination plan shall be approved by the Academy Board before submission.
- (2) 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.
- (3) 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. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or complaint filed against 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 Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.20 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 full faith and credit of the University, the University Board, or any other authorizing body or to enter into a contract that would bind the University or the University Board. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University and the University Board do not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University or any of its trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, 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 Single Site.

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507 or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these 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 or independent contractor to an Educational Service

Provider, or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school; 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; and

(f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 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;

(iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.

(b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

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.

Section 11.32 Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into the appropriate Schedule of this Contract by amendment pursuant to these Terms and Conditions.

Section 11.33 Publication of Average Salary Information. By not later than November 1 of each year, the Academy shall post all of the following information on its website that is accessible to the public: (a) the average salary for New Teachers and Veteran Teachers employed by the Academy or employed by an Educational Services Provider and assigned to the Academy, provided that if there are fewer than 5 New Teachers or 5 Veteran Teachers at the Academy, the Academy shall instead post the average salary for all teachers employed by the Academy or employed by an Educational Services Provider assigned to the Academy; and (b) the average salary for support staff employed by the Academy or employed by an Educational Services Provider and assigned to the Academy, including but not limited to student-facing paraprofessionals, food service workers, bus drivers, and literacy coaches. For purposes of this Section, a “New Teacher” shall mean an individual who has held a teaching certificate for less than five (5) years and a “Veteran Teacher” shall mean an individual who has held a teaching certificate for five (5) or more years.

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 Street
Big Rapids, MI 49307

with a copy to:

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

If to Academy Board:

Linda Frost
32675 Myrna Street
Livonia, MI 48154

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 Access to Copies of Contract. The Academy and the University Board agree to make copies of this Contract available, for public inspection, at their administrative offices during normal business hours.

Section 12.10 Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of seven (7) academic years as determined by resolution of Ferris State University and shall terminate on June 30, 2032 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 12.11 Indemnification of University. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend, and hold the University Board, the University and its trustees, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss, defamation, economic 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 gross negligence of the University, which arise out of or are in any manner connected with the Academy's operations or the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents, or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.12 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 12.13 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 12.14 No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise 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 12.15 Non-Agency. It is understood that the Academy is not the agent of the University.

Section 12.16 University Board and CSO Policies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of (i) existing University Board or CSO policies regarding public school academies which shall apply immediately and (ii) 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) days notice, provided they are not inconsistent with provisions of this Contract.”

Section 12.17 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 12.18 Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to:

(a) Take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or

(b) Effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy’s articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19 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 12.20 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 12.21 Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under Section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 12.22 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 12.23 School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission as defined under Section 6 of the Code, MCL 380.6, and the Office of School Safety created by law. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.24 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 12.25 Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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

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

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

Section 12.26 Standardized Response Terminology. Beginning with the 2026-2027 school year, the Academy Board shall adopt and implement the standardized response terminology as described in section 1308c of the Code, MCL 380.1308c.

Section 12.27 Behavior Threat Assessment and Management Team. By not later than October 1, 2026, the Academy Board shall ensure that the Academy has a behavior threat assessment and management team as required under section 1308e of the Code, MCL 380.1308e.

ARTICLE XIII

CYBER SCHOOL PROVISIONS

Section 13.1 Specific Requirements for Cyber Schools. As a precondition to issuing this Contract, the Academy certifies and agrees that it meets or shall meet all of the following conditions:

- (a) enrollment in the Academy is available to all pupils in this state;
- (b) the Academy offers some configuration of or all of grades kindergarten through twelfth grade; and
- (c) the Academy and the entity that applied for the Academy's Contract have demonstrated experience in delivering a quality education program that improves pupil academic achievement (in determining whether this requirement has been met, the University Board has referred to the standards for quality online learning established by the National Association of Charter School Authorizers or similarly recognized standards for quality online learning); and
- (d) the Academy
 - (i) has made reasonable effort to advertise its enrollment efforts to all pupils;
 - (ii) has made reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the boundaries of the intermediate school district in which the Academy is located;
 - (iii) uses pupil recruitment materials that include a statement that appropriate special education services and English as a second language services will be made available to pupils attending the school as required by law; and
 - (iv) employs an open enrollment period that has a duration of at least two (2) weeks, and permitted the enrollment of pupils by parents at times in the evening and on weekends.
- (e) enrollment in the Academy shall not exceed 2,500 in any school year, except that:
 - (i) With the prior approval of the CSO in response to a request from the Academy Board, the Academy may expand its enrollment to a higher limit to be specified by the CSO in the notice of approval, but such higher limit shall in no event exceed 10,000 enrolled pupils.

Section 13.2 Responsibilities of Cyber School Teacher. The Academy shall ensure that a certificated teacher, whether employed or contracted for from an ESP, is responsible for all of the following for each course in which a pupil is enrolled:

- (a) improving learning by planned instruction;
- (b) diagnosing the pupil's learning needs;
- (c) assessing learning, assigning grades, and determining advancement; and
- (d) reporting outcomes to Academy administrators and parents or legal guardians.

Section 13.3 Minimum Instructional Hours. The Academy shall make educational services available to pupils for a minimum of at least 1,098 hours during a school year and shall ensure that each pupil participates in the educational program for at least 1,098 hours during a school year; provided, however, that nothing in this Section 13.3 shall be construed to require a pupil's physical presence or attendance in a classroom.

Section 13.4 Orientation. During the term of this Contract, the Academy Board shall ensure that, when a pupil enrolls in the Academy, the pupil and his or her parent or legal guardian are provided with a parent-student orientation in a form and manner determined by the Academy Board. If the pupil is at least age 18 or is an emancipated minor, the orientation may be provided to just the pupil.

Section 13.5 Computer and Internet. The Academy shall offer the family of each enrolled pupil a computer. The Academy shall subsidize the cost of internet access for the family of each enrolled pupil.

Section 13.6 Reports to the Michigan Department of Education. The Academy shall submit a monthly report to the Michigan Department of Education that reports the number of pupils enrolled in the Academy in the immediately preceding month. The monthly reports shall be submitted in the form and manner prescribed by the Michigan Department of Education. The Academy shall make a copy of the online report available to the CSO upon request.

Section 13.7 Cyber School Annual Report. The Academy shall provide to the CSO all requested information that the CSO Director deems necessary to complete the annual report to the Superintendent and the Michigan Legislature, as required under the Code. Any management agreement entered into by the Academy shall include a provision requiring the ESP agrees to provide the required information to the CSO in the event that such information is maintained or in the possession of the ESP.

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


MICHIGAN CONNECTIONS ACADEMY

Signed by:

By: DC857A2EC7D84BC...
Linda Frost, Board President
Its: President

Date: 3/19/2025

FERRIS STATE UNIVERSITY
BOARD OF TRUSTEES

DocuSigned by:

By: D425A7C7830F411...
Bill Pink, University President
or his/her designee

Date: 5/1/2025

CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Form Revision Date 07/2016

ANNUAL REPORT

For use by DOMESTIC NONPROFIT CORPORATION

(Required by Section 911, Act 162, Public Act of 1982)

The identification number assigned by the Bureau is: 800926488

Annual Report Filing Year: 2024

1. Corporation Name:

MICHIGAN CONNECTIONS ACADEMY

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

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

Signed this 28th Day of June, 2024 by:

Signature	Title	Title if "Other" was selected
Linda Frost	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

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2024 ANNUAL REPORT

for

MICHIGAN CONNECTIONS ACADEMY

ID Number: 800926488

received by electronic transmission on June 28, 2024 ***, is hereby endorsed.***

Filed on June 28, 2024 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 28th day of June, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

MICHIGAN CONNECTIONS ACADEMY

ID NUMBER: 70747U

received by facsimile transmission on July 9, 2010 is hereby endorsed

Filed on July 9, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9TH day of July, 2010.

Director

Bureau of Commercial Services

BCS/CD-502 (Rev. 05/10)

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH

BUREAU OF COMMERCIAL SERVICES

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Francis Rodriguez

Address

500 Woodward Ave., Suite 4000

City

Detroit



State

MI

ZIP Code

48226

EFFECTIVE DATE:

 Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office. 

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is:

Michigan Connections Academy

ARTICLE II

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

See Attachment.

ARTICLE III

1. The corporation is organized upon a nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

_____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
None.
- b. The description and value of its personal property assets are: (if none, insert "none")
None.
- c. The corporation is to be financed under the following general plan:
(i) Title I and II federal grants and (ii) other funds lawfully received.
- d. The corporation is organized on a _____ directorship _____ basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:
CSC - Lawyers Incorporating Service Company
2. The address of its registered office in Michigan is:
601 Abbott Road East Lansing, Michigan 48823
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office in Michigan if different than above:
_____, Michigan _____
(Street Address or PO Box) (City) (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Nicole Nystrom	101 S. Washington Square, Suite 620, Lansing, MI 48933
Dusty Fancher	101 S. Washington Square, Suite 620, Lansing, MI 48933
George Butler	500 Woodward Ave., Suite 4000, Detroit, MI 48226

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Article VI- See Attachment

I, (We), the incorporator(s) sign my (our) name(s) this 8th day of July, 2010

Andie Kystrom

Dusty Faneher

George Biddle

**Attachment to
Articles of Incorporation
of
Michigan Connections Academy**

ARTICLE II (cont.)

The corporation is a nonprofit public benefit corporation whose purpose is to manage educational institutions and organizations that administer or support those institutions for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code (the "Code"), and other long term, strategic efforts designed to provide educational services and opportunities for individuals to acquire the knowledge, skills, desirable qualities of behavior and character, wisdom and general competence that will enable them to fully participate in and enjoy the social, political, economic and intellectual life of the community.

The corporation shall not engage in any business of a kind ordinarily carried on for profit and nothing in these Articles of Incorporation ("Articles") or in the corporation's Bylaws ("Bylaws") shall authorize the corporation to, and the corporation shall not, enter into any transaction, carry on any activity, or engage in any business for pecuniary profit, and any income received by the corporation shall be applied only to the nonprofit purposes and objectives of the corporation set forth herein. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles or the Bylaws, the corporation shall not carry on any activity not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE VI

Upon the dissolution of the corporation, any overage of funds shall be disbursed to one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or distributed to the federal government, or to a state or local government, for a public purpose, as selected by the corporation's board of directors. In the event of a shortage of funds, no member of the board of directors or any employee, agent or representative of the corporation shall be held personally responsible for the corporation's debts.

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

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

for

MICHIGAN CONNECTIONS ACADEMY

ID NUMBER: 70747U

received by facsimile transmission on July 30, 2010 is hereby endorsed

Filed on July 30, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 30TH day of July, 2010.

Director

Bureau of Commercial Services

RESTATED ARTICLES OF INCORPORATION
OF
MICHIGAN CONNECTIONS ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101, *et seq.*, and Part 6E of the Revised School Code (the "School Code"), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles of Incorporation (the "Articles"):

1. The present name of the corporation is: **Michigan Connections Academy**
2. The identification number assigned by the Bureau is: **70747U**
3. The date of the filing the original Articles of Incorporation was: **July 9, 2010**

The following Articles supersede the Articles of Incorporation and shall be the Articles of Incorporation for the Corporation:

ARTICLE I

The name of the corporation shall be Michigan Connections Academy (the "Corporation").

The authorizing body of the Corporation is Ferris State University Board of Trustees.

ARTICLE II

The Corporation is organized for the purpose of operating as a school of excellence that is a cyber school in the State of Michigan pursuant to Part 6E of the School Code.

The Corporation is a governmental entity and a political subdivision of the State of Michigan.

The Corporation is organized and shall be administered for the purpose of the exercise of essential governmental functions within the meaning of Section 115 of the Internal Revenue Code of 1986, as amended (the "Code"). Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by an organization exercising essential governmental functions within the meaning of Section 115 of the Code or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under Part 6E of the School Code.

ARTICLE III

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

2. The value of assets which the corporation possesses is:
 - a. Real Property: None.
 - b. Personal Property: None.
3. The corporation is to be financed under the following general plan:
 - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
 - b. Federal funds.
 - c. Donations.
 - d. Fees and charges permitted to be charged by schools of excellence.
 - e. Other funds lawfully received.

ARTICLE IV

The name of the resident agent at the registered office is CSC – Lawyers Incorporating Service Company.

The address of its registered office in Michigan is: 601 Abbot Road, East Lansing, Michigan 48823.

The mailing address of the registered office is the same.

ARTICLE V

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 VI

Before a contract to charter a school of excellence is issued by the Ferris State University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the Corporation (the "Board of Directors") shall be approved by a resolution of the University Board as required by the School Code.

ARTICLE VII

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 VIII

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 IX

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof).

To the extent permitted by law, (including, without limitation, the Dissolution of Charitable Purposes Corporation Act, being MCL 450.251 *et seq.*, and Section 18b of the State School Aid Act, being MCL 388.1618b), upon the dissolution of the Corporation the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all assets of the Corporation to the University Board for forwarding to the state school aid fund established under article IX, section 111 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE X

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

The University Board, or an authorized designee, may, at any time, propose specific changes to these Articles or may propose a meeting to discuss potential revisions. The Corporation's Board of Directors may delegate to an officer of the school the review and negotiation of changes or amendments to these Articles. These Articles shall be amended as requested by the University Board of an authorized designee upon a majority vote of the Corporation's Board of Directors.

Amendments to these Articles take effect only after they have been approved by the Corporation's Board of Directors and by the University Board or its designee and filed with the Michigan Department of Labor, Energy and Economic Growth, Bureau of Commercial Services. In addition, the Corporation shall file with amendment a copy of the University Board's or its designee approval of the amendments.

ARTICLE XI

Any reference in these Articles to a section of Code shall be interpreted to include reference to corresponding provisions of any applicable subsequent federal tax laws.

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 21 day of July, 2010, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and **do further amend** the provisions of the Articles of Incorporation, and were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.

Signed this 29 day of July, 2010.

By: Michael K. Bank

Its: Vice President

LANSING 40489-1 442455

CONTRACT SCHEDULE 2

BYLAWS

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MICHIGAN CONNECTIONS ACADEMY

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BYLAWS
OF
MICHIGAN CONNECTIONS ACADEMY
3950 Heritage Avenue, Ste 100
Okemos, MI 48864

ARTICLE I

NAME

This organization shall be called the **MICHIGAN CONNECTIONS 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 Licensing and Regulatory Affairs 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

exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code (the “Code”). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the 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 14, 2025**.

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 members of the Academy Board (“Directors”) and with prior approval of the CSO.

Section 2. Special Meetings. A special meeting of the Academy Board, which is a meeting in addition to a regular monthly meeting, may be called (a) by the President of the Academy Board, or (b) by request of at least two Directors. 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. The Academy Board shall provide notice of all special meetings as required by the Open Meetings Act.

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. In order to legally transact business, the Academy Board shall have a quorum present at a meeting of the Academy Board. 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. A Director who is absent from a meeting due to military duty, medical conditions, or in the case of a declared state of emergency, may participate in the meeting virtually, and that Director's virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the Academy Board.

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 or any other electronic means of communication, except as permitted by the Open Meetings Act for persons on military duty, or for medical conditions or in case of a declared state of emergency.

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.

Section 8. Minutes. Meeting minutes shall be kept and made available as provided by the Open Meetings Act.

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 from that office 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; (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, unless that person is a member of the Academy Board.

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. 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 prior 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 unless approved by the Academy Board. 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 Academy Board members or employees in such manner as shall from time to time be determined by resolution of the Academy Board, provided that such signatories shall not include employees of the Academy Board's Educational Service Provider.

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 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws. 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, 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, sections 15.321 through 15.330 of the Michigan Compiled Laws, 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

To the extent permitted by Applicable Law, 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, may be indemnified by the. 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 Charter School Office. In the event that a proposed change is not accepted by the Charter School Office, the University Board may consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the University Board by the Academy Board. These Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the Charter School Office or 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 the 3/19/2025 _____.

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.

Signed by: 

DG857A2EC7D84BC...
Linda Frost, President
MICHIGAN CONNECTIONS ACADEMY Board of

Directors

APPROVED BY:

Bill Pink, President
Ferris State University
Designee of University Board

Dated: _____

CONTRACT SCHEDULE 3

FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is made and shall become effective as of the **1st day of July, 2025** 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 **MICHIGAN CONNECTIONS ACADEMY** (“Academy”), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract dated **July 1, 2025**, 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 and not disqualified to be a depository of surplus funds under Public Act 105 of 1855, being Sections 21.141 et seq. 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, 2025**.

(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 public or private funds other than State School Aid Payments 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 of these documents in form acceptable to the Fiscal Agent is acknowledged by the Fiscal Agent. In the School Aid Payment Agreement and Direction the third party recipient shall acknowledge and consent that State School Aid Payments may be withheld or transferred into the Academy's dissolution account in the circumstances set forth in Article X of the Contract Terms and Conditions.

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 written 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 **MICHIGAN CONNECTIONS ACADEMY**.

By: 
David Boyne, Director, State Finance Division
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: March 5, 2025

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is made and shall become effective as of the 1st day of July, 2025, 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 MICHIGAN CONNECTIONS 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, 2025.

(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) Monitor and evaluate whether the Academy Board is properly governing the Academy and following the Amended Bylaws set forth in the Contract.

(b) Monitor and evaluate the Academy's organizational and financial viability, 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.

(c) Direct a designee of the University Board to conduct a review of the records, internal controls, or operations of the Academy to determine compliance with Applicable Law and the Contract.

(d) Monitor and evaluate the Academy's fiscal stewardship and use of public resources.

(e) Monitor and evaluate whether the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.

(f) Monitor and evaluate whether the Academy is a safe learning environment.

(g) 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.

(h) Institute action pursuant to the terms of the Contract to terminate, suspend, revoke or reform the Contract.

(i) Monitor and evaluate the Academy's compliance with the Contract, the Code, and all other Applicable Law.

(j) Monitor and evaluate the Academy's academic performance and progress toward achieving educational goals and related measures, and 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.

(k) Determine whether the Academy has failed to abide by or meet the educational goals as set forth in the Contract.

(l) Monitor and evaluate the Academy's implementation, delivery, and support of the educational program and curriculum as set forth in the Contract.

(m) 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, the Michigan Department of Labor, and local health departments.

(n) Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.

(o) Request periodic reports from the Academy regarding any aspect of its operation, including, but not limited to, information identified in Schedule 8 of the Contract.

(p) Provide supportive services to the Academy as deemed necessary and/or appropriate by the University Board or its designee.

(q) 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.

(r) Initiate action pursuant to the Contract to amend, revoke, reconstitute, terminate, or suspend the Contract.

(s) 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.

(t) Make available Board orientation that each new Board member must complete prior to being seated on the Academy Board.

(u) Provide information and support to the Academy.

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

(a) Comply with regulatory reporting requirements and any Academy-specific reporting and document submission requirements established by the CSO.

- (b) Submit quarterly interim financial reports to the CSO.
- (c) Permit inspection of the Academy's records, internal controls, operations, and/or premises at any time by a designee of the University Board.
- (d) Comply with the University's Educational Service Provider Policies, as may be amended, and all other Policies made part of the Contract.
- (e) Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the University Board, or its designee.
- (f) 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.
- (g) Adopt and maintain governing board policies in accordance with Applicable Law.
- (h) 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.
- (i) 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 (10) ten days after such minutes are approved.
- (j) Comply with the insurance requirements set forth in the Contract, and 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) Upon request, the Academy Board shall provide the CSO with a written report, along with supporting data, assessing the Academy's progress toward achieving the educational goals and related measures outlined in the Contract.

(s) Upon request, provide the CSO will copies or view access to data, documents or information submitted to MDE, the State Board of Education, the Center for Educational Performance and Information, or any other state or federal agency.

(t) Provide to the University all notices provided to the Academy from the State Treasurer or other state or federal agency of site closure or reconstitution, or that the potential for Academy financial stress exists.

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 and other related activities for which compensation is permissible. By agreement between the University and the Academy, the University may charge additional fees beyond the administrative fees for services rendered.

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

Current Positions:

Title of Position	School Leader
Reporting Relationship (the position's supervisor)	Director of School Operations
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Administrator Certification	All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
Qualifications	<ul style="list-style-type: none"> • Administrative credential in Michigan required; all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246 • Must reside in Michigan • Bachelor's and Master's Degree from a regionally accredited college/university Required • Valid Michigan Teaching Certification with three years minimum of successful teaching experience. Virtual teaching experience preferred. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. • Three years of administrative or management experience required, charter school management a plus • Strong leadership qualities and a commitment to goal-directed management and accountability • Excellent communication skills, both oral and written • Knowledge of Professional Learning Communities • Customer-focused approach • Flexible, ability to transition from task to task quickly • Demonstrated ability to work well in fast-paced environment • Team player • Technologically proficient (especially with Microsoft Office products and Google Suite) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

Michigan Connections Academy seeks a dynamic, visionary leader and change agent to serve as its next school leader.

This position ensures all students receive a personalized learning plan by implementing an online instructional program with fidelity. The School Leader is responsible for establishing an organizational culture: putting the interests of students and families first; recruiting, retaining and developing faculty and staff; building and growing relationships with key external stakeholders including regulators; and implementing the vision where every child receives a personalized and customized education, and academic achievement is at the forefront.

The School Leader will report to the Director of School Operations and will manage staff as they consult regularly with Learning Coaches and students, ensuring that each child successfully completes his/her instructional program. The School Leader is responsible for overseeing overall school operations working with parents, students, support staff, and certified teachers. The School Leader will spend the majority of their time working with internal and external stakeholders on matters of academic outcomes, reporting, and supervision. This individual will work closely with key centralized service partners including School Support, Enrollment, Technical Support, Materials Management, Fulfillment, Finance, Human Resources, Payroll and Facilities Management, etc. It is also anticipated that this individual will manage a range of special projects and duties.



The School Leader must lead by example regarding continuing education and professional development. To lead effectively in these areas, the School Leader must:

- participate successfully in the training programs offered.
- review current trends, developments, and research as they pertain to education and school operations; and
- be familiar with school law and Michigan State Statutes

School-wide, the School Leader will be responsible for overseeing various key projects. Examples include:

1. Develop, lead, implement, monitor, and collaborate with other educators in school-wide (K-12) integration of MTSS/RTI.
2. Strengthen, monitor, and adjust K-12 Family Engagement Initiatives as measured regularly through data.
3. Develop and maintain community partnerships throughout the state of Michigan to support student and family needs.

Other key responsibilities include the following:

- Collaborate in partnership with Pearson Virtual Schools (PVS) to implement strategic initiatives that align with best practices in virtual learning and Connections Academy schools;
- Manage the implementation of the proven Connections Academy curriculum and school operation protocols;
- Exhibit high quality communication with all staff, students and families and ensure that teachers exhibit and maintain a high level of professionalism, instructional support and customer service;
- Ensure the academic success of individual students by utilizing all levels of academic support available and by maintaining a high level of communication with parents to deliver program information and address individual student needs;
- Manage relationships with the Michigan Department of Education, stay current on the state's policies, procedures and legislation, including specific count day and audit procedures, etc., and accurately submit all required reports and paperwork in a timely manner;
- Work with school staff as well as other stakeholders to create, implement, manage, and monitor the School Improvement Plan and in meeting all MICIP requirements;
- Work with PVS to coordinate marketing, enrollment, curriculum, human resource, and training resources;
- Work with Principals regularly as a Community of Practice to complete data analysis and documentation and use data regularly to assess the progress towards meeting department and school-wide goals and in monitoring continuous school improvement using MICIP;
- Set up clear systems and structures to identify and provide additional support to at risk students based on student academic data that are below proficiency level;
- Seek out professional learning opportunities and collaborate with special education administrators and other support staff to become familiar with different types of disabilities and effective instructional practices that will help ensure student success and build understanding at the department level that each student's unique needs, regardless of their disability category must be addressed;
- Coach school teams to hold conversations with each other that incorporate the use of student learning performance as a driver for instruction;
- Work directly with Truancy Officers to monitor and evaluate the behavioral intervention framework and the truancy intervention framework and collaborate with stakeholders for the purpose of serving as a liaison and resource for development of dropout prevention, intervention and recovery support opportunities for students;
- Educate parents, students, and staff regarding compulsory attendance and truancy laws;
- Work collaboratively with the administrative team in implementing, monitoring, and supervising the Connections Academy School Year Cycle;
- Recruit, supervise and evaluate all school staff as required by the state;
- Responsible for establishing, monitoring, and implementing the school's budget; including working closely with the Director of School Operations and other stakeholders on staffing, budgeting, grants, and contracts in accordance with Michigan laws and regulations, as well as federal laws and regulations;
- Support school administration in managing the school's budget and various grants;
- Handle any student problems escalated by parents and teachers and maintain all Handbook Policies and state requirements in handling these matters;
- Respond to all Learning Coach/Caretaker inquiries within 24 hours, including responses in Webmail, email, telephone, and message board postings, as appropriate and document all interactions in user logs;
- Oversee the implementation and coordination of state standardized testing process, and ensure a minimum of 95% participation rates;
- Implement with fidelity the universal design for learning framework along with multi-tiered systems of support that encompass 1) school-wide positive behavior interventions and supports and 2) response to instruction and intervention;



- Oversee the management of, contracting and/or delivery of Special Education services to ensure that the school is in compliance with state and federal laws; Attend and participate in Special Education and Section 504 Meetings as required;
- Work closely with appropriate Legal Counsel as needed;
- Work closely with PVS staff to implement the core operational model;
- Work with administrative team to implement any program changes processes and procedures, and/or new software application introductions;
- Act as the "face of the school" at school events and with the Department of Education, this could include testimony;
- Help coordinate stakeholders to provide testimony or statements on legislative matters;
- Build a high performing leadership team to oversee staff and school;
- Continue to grow professionally through collaboration with colleagues and professional growth experiences;
- Maintain a high level of personal integrity and strong work ethic;
- Comply with local, state and federal rules and regulations;
- Participate in student recruitment efforts including in-state trips, presentations, Q & A and Info sessions and responding to the press;
- Support a robust "school community" through a program of in person field trips around the state and virtual activities;
- Be available to handle emergencies; and
- All other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Principal
Reporting Relationship (the position's supervisor)	School Leader
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Administrator Certification	All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
Qualifications	<ul style="list-style-type: none"> • Administrative credential in Michigan required; all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246 • Michigan Residency Preferred • Bachelor's and Master's Degree from a regionally accredited college/university Required • Valid Michigan Teaching Certification with three years minimum of successful teaching experience. Virtual teaching experience preferred. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. • Three years of administrative or management experience required, charter school management a plus • Strong leadership qualities and a commitment to goal-directed management and accountability • Excellent communication skills, both oral and written • Knowledge of Professional Learning Communities • Customer-focused approach • Flexible, ability to transition from task to task quickly • Demonstrated ability to work well in fast-paced environment • Team player • Technologically proficient (especially with Microsoft Office products and Google Suite) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

Michigan Connections Academy seeks dynamic, visionary leaders and change agents to join its team as Principals.

This position ensures all students receive a personalized learning plan by implementing a distance education instructional program with fidelity. The Principal is responsible for establishing an organizational culture: putting the interests of students and families first; recruiting, retaining and developing faculty and staff; building and growing relationships with key external stakeholders including regulators; and implementing the vision where every child receives a personalized and customized education, and academic achievement is at the forefront.

The Principal will report to the MICA's School Leader and will manage staff as they consult regularly with Learning Coaches and students, ensuring that each child successfully completes his/her instructional program. The Principal is responsible for overseeing overall school operations working with parents, students, support staff, and certified teachers who "virtually" facilitate a home-based student instructional program. The Principal will spend the majority of their time working with internal and external stakeholders on matters of academic outcomes, reporting, and supervision. This individual will work closely with key centralized service partners including School Support, Enrollment, Technical Support, Materials Management, Fulfillment, Finance, Human Resources, Payroll and Facilities Management. It is also anticipated that this individual will manage a range of special projects and duties.

The Principal must lead by example regarding continuing education and professional development. To lead effectively in these areas, the Principal must:

1. participate successfully in the training programs offered;
2. review current trends, developments, and research as they pertain to education and school operations; and

3. be familiar with school law and Michigan State Statutes

School-wide, the Principal will be responsible for assisting the School Leader in one or more key projects:

1. Assist the School Leader in developing, leading, implementing, monitoring, and collaborating with other educators in school-wide integration of MTSS/RTI.
 - a. Provide training, consultation, and support to administrators, teachers, and staff to facilitate implementation of a Multi-Tiered System of Supports (MTSS) using the Response to Intervention Framework (RTI) school-wide;
 - b. Provide observation and feedback, modeling, interpreting data and other supportive assistance necessary to implement a Multi-Tiered System of Supports;
 - c. Monitor the fidelity of implementation of MTSS at the school level including the identification of students, delivery of Tier 1, 2, and 3 interventions, and progress monitoring;
 - d. Coordinate MTSS/RTI staff development activities for school-based personnel;
 - e. Attend professional development and MTSS meetings, as needed.
2. Assist the School Leader in strengthening, monitoring, and adjusting Family Engagement Initiatives as measured regularly through data.
 - a. Develop and coordinate programs and activities to increase family engagement;
 - b. Develop and coordinate a series of family and Learning Coach training sessions and programs to increase family and Learning Coach engagement;
 - c. Identify best practices of resources and outreach to support family engagement initiatives, and develop a toolkit for educators of best practices and family engagement materials;
 - d. Collect and analyze family and community engagement data to adjust and refine programs/services; prepare documents, summaries, management reports, and implementation plans as requested.
3. Assist the School Leader in developing and maintaining community partnerships throughout the state of Michigan to support student and family needs.
 - a. Establish, manage, and maintain Community Partnerships across the state of Michigan to support student and family needs;
 - b. Plan, create, and facilitate outreach activities and serve as a liaison with community agencies across the state.
4. Develop, implement, and monitor summer school programming school-wide and serve as the summer school point of contact;

Other key responsibilities include the following:

- Manage the implementation of the proven Connections Academy curriculum and school operation protocols;
- Exhibit high quality communication with all school staff, students and families and ensure that teachers exhibit and maintain a high level of professionalism, instructional support and customer service;
- Ensure the academic success of individual students by utilizing all levels of academic support available and by maintaining a high level of communication with parents to deliver program information and address individual student needs;
- Work directly with the School Leader to manage relationships with the Michigan Department of Education, stay current on the state's policies, procedures and legislation, including specific count day and audit procedures, etc., and accurately submit all required reports and paperwork in a timely manner;
- Work with the School Leader and school staff as well as other stakeholders to create, implement, manage, and monitor the School Improvement Plan and support the School Leader in meeting all MICIP requirements;
- Work with Pearson Virtual Schools (PVS) and the School Leader to coordinate marketing, enrollment, curriculum, human resource, and training resources;
- Work with department principals regularly as a Community of Practice to complete data analysis and documentation and use data regularly to assess the progress towards meeting department and school-wide goals and in monitoring continuous school improvement using MICIP;
- Set up clear systems and structures to identify and provide additional support to at risk students based on student academic data that are below proficiency level;
- Seek out professional learning opportunities and collaborate with special education administrators and other support staff to become familiar with different types of disabilities and effective instructional practices that will help ensure student success and build understanding at the department level that each student's unique needs, regardless of their disability category must be addressed;
- Coach school teams to hold conversations with each other that incorporate the use of student learning performance as a driver for instruction;
- Develop, monitor, and maintain grade band PBIS and Behavioral intervention systems including Behavioral Intervention Plans;
- Work directly with Truancy Officers to monitor and evaluate the behavioral intervention framework and the truancy intervention framework and collaborate with stakeholders for the purpose of serving as a liaison and resource for development of dropout prevention, intervention and recovery support opportunities for students;
- Educate parents, students, and staff regarding compulsory attendance and truancy laws;



- Assist the School Leader and work collaboratively with the administrative team in implementing, monitoring, and supervising the School Year Cycle;
- Supervise and evaluate the effectiveness of the staff in a performance-based environment and frequently conduct informal and formal observations (of instruction, phone calls, and grading practices);
- Recruit, supervise and evaluate all school staff as required by the state;
- Understand the school budget and how to utilize the available resources successfully to meet the outlined goals of the assigned Department;
- Support school administration in managing the school's budget and various grants;
- Handle any student problems escalated by parents and teachers and maintain all Handbook Policies and state requirements in handling these matters;
- Respond to all Learning Coach/Caretaker inquiries within 24 hours, including responses in Webmail, email, telephone, and message board postings, as appropriate and document all interactions in user logs;
- Oversee the implementation and coordination of state standardized testing process, and ensure high student participation rates;
- Implement with fidelity the universal design for learning framework along with multi-tiered systems of support that encompass 1) school-wide positive behavior interventions and supports and 2) response to instruction and intervention;
- Oversee department goals and initiatives as assigned, which may include, but is not limited to:
 - Developing, implementing, and overseeing successful student and family transition from Middle School to High School as measured by 9th grade credit sufficiency data;
 - Developing, implementing, and overseeing the school's credit recovery policies and procedures for high school students and other initiatives to support every student successfully graduating;
- Attend and participate in Special Education and Section 504 Meetings as required;
- Assist the School Leader and Office Manager in record keeping, as needed;
- Communicate and support caretakers/Learning Coaches in successfully supporting their student in a state aligned curriculum that is accessed from home or any place where internet is accessible;
- Participate in student recruitment efforts including in-state trips, presentations, Q & A sessions and responding to the press;
- Support a robust "school community" through a program of in person field trips around the state and virtual activities;
- Be available to handle emergencies;
- All other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Director or Manager of Counseling Services
Reporting Relationship (the position's supervisor)	School Leader or Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Administrator Certification	All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
Qualifications	<ul style="list-style-type: none"> • Michigan Residency Preferred • Bachelor's and Master's Degree from a regionally accredited college/university Required • Meet Michigan Department of Education School Counselor Requirements • Minimum 3 years of counseling experience in a secondary school setting preferred • Michigan School Administration Certification • Strong leadership qualities and a commitment to goal-directed management and accountability • Excellent communication skills, both oral and written • Knowledge of Professional Learning Communities • Customer-focused approach • Flexible, ability to transition from task to task quickly • Demonstrated ability to work well in fast-paced environment • Team player • Technologically proficient (especially with Microsoft Office products and Google Suite) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

The Director or Manager of Counseling will work in conjunction with the school's leadership team to help students, ensuring that each child successfully completes his/her instructional program. The Director of Manager of Counseling will provide direction to staff and will assist students and parents in understanding and meeting graduation requirements, course selection and scheduling, post-secondary school planning, and crisis intervention.

Key responsibilities include the following:

- Ensure the academic success of individual students by utilizing all levels of academic support available and by maintaining a high level of communication with parents to deliver program information and address individual student needs;
- Provide specified assistance to families in need of additional support to prevent unnecessary withdrawals and encourage a high level of participation;
- Handle any student problems escalated by parents and teachers;
- Develop, plan and implement counseling programs for students and families related to academic and career planning and graduation;
- Oversee and maintain the Personal Learning Plan (PLP) of each student;
- Keep abreast of all high school graduation requirements, including special requirements such as community service, and communicate this information to the Graduation Coach/College and Career Readiness Specialist and the principal;
- Plan and supervise the secondary school course selection process according to specific state credit and graduation requirements and student needs and interests. An integral part of this process is assisting students and parents to develop a Four-Year Plan for meeting graduation requirements;
- Counsel students with issues related to dropping courses and changing schedules;
- Supervise the review of student transcripts and the entry of credits into the online transcript system;
- Develop and implement procedures to ensure that transcripts are accurate and up to date;
- Supervise efforts to secure complete and accurate records for MICA students;
- Generate and authorize official transcripts for families upon request;
- Counsel families through the school withdrawal process, assisting with data collection regarding withdrawal;
- Develop, plan and implement counseling programs for students and families related to interpersonal adjustment issues;



- Design and implement crisis prevention and management plans for the school and provide leadership to the Crisis Management Team;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards;
- Lead school teams in identifying school and community resources and maintain an up-to-date list of those resources, making them available to school teams and to families;
- Develop and implement processes to regularly and frequently review the status of each secondary school student related to attendance, participation, and performance;
- Ensure that the counseling staff is able to assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;
- Research, develop and implement special programs such as Advanced Placement support, SAT and ACT Preparation, and college entrance preparation.
- Design and implement professional development activities for teachers and school staff members;
- Design and coordinate high school graduation ceremonies;
- Coordinate a team of staff, helping to identify students who are at risk or in crisis;
- Provide state testing support including logistics for scheduling, tracking participation and contracting for testing facilities;
- All other duties assigned

Form Prepared by:

Name:

Title:

Date:

Title of Position	Director or Manager of Special Education
Reporting Relationship (the position's supervisor)	School Leader or Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Administrator Certification	All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
Qualifications	<ul style="list-style-type: none"> • Master's Degree with a focus in Special Education • Valid Michigan Teaching Certification with full approval or endorsement in at least one area of special education from Michigan Department of Education, Office of Special Education (MDE, OSE). Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. • Michigan School Administration Certification • Approval as a Michigan Director of Special Education or the ability to obtain approval (for Director Position) • Approval as a Michigan Supervisor of Special Education or the ability to obtain approval (for Manager Position) • Three years of successful professional practice or administrative experience in special education or a combination of practice and experience • Must meet all continuing education requirements as defined by MDE • Expertise in special education law and compliance • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced environment • Technologically proficient (especially with Microsoft Office products) • Experience in policy (IDEA) and/or administration with Special Education • Experience with contract negotiations • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary

The Director or Manager of Special Education will oversee all aspects of educational service delivery for our students with special education needs. The Director of Manager of Special Education will ensure that the school operates in compliance with all state and federal regulations, and data are being collected, stored, and updated in a manner that meets all compliance expectations.

The Director of Manager of Special Education will ensure that the school is providing appropriate programs in the least restrictive environment for all students with special needs. This will include management of the pre-referral and IEP processes, maintain student data, communicate with parents, locate and contract with service providers throughout the state, and ensure that the school always operates in compliance with special education law and procedures.

Responsibilities

- Monitor compliance with special education processes and timelines across all schools. Interpret and articulate special education regulations, policies, and procedures to principal, teachers, and parents to ensure compliance;
- Develop standardized processes, forms and protocols for all special education procedures;
- Establish and maintain a database of and relationships with school districts, intermediate units, private providers, community agencies, mental health clinics, etc.;
- Establish procedures for placement, evaluation, assignment and re-evaluation of students regarding the special education services program;
- Oversee and/or implement all aspects of student referrals, IEP development, diagnostic assessments, and annual/tri-annual reviews. Institute and maintain a documentation system within the Learning Management System that captures and organizes all such data;



- Conduct all school-based special education related meetings;
- Coordinate the set-up and delivery of IEP-mandated direct services to students, whether through direct in-house teacher support or contracted services with school districts or other qualified agencies;
- Oversee the development, tracking, dissemination and proper implementation of IEP-mandated accommodations for students with special needs during state testing events;
- Coordinate implementation and proper administration of the Student Support Team (SST) process. Participate in SST meetings as required;
- Collaborate with the school team concerning all facets of programming for students with special needs, from pre-referral intervention to transition and dismissal;
- Work directly with parents, as needed, to answer questions and ensure that all school actions are in compliance, and are in the interest of maximizing student learning in the Least Restrictive Environment;
- Develop a good working knowledge of Michigan Connections Academy's curricular options, and how they can be adapted and implemented to meet specific student needs; Introduce new ways of supporting special needs students in a virtual environment;
- Plan, implement, and evaluate staff in-service activities;
- Ability to maintain up-to-date knowledge of current theory, research, methodology and legislation in appropriate fields of assignment regarding Special Education
- Performs such other duties as assigned by the School Leader.

Form Prepared by:

Name:

Title:

Date:

Title of Position	SPED Program Manager/Transition Coordinator
Reporting Relationship (the position's supervisor)	Director or Manager of Special Education
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Michigan Special Education Certification or Master's Degree in Special Education or School Administration • A minimum of 5 years fulltime successful teaching experience in special education • Expertise in special education law and compliance • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in a fast paced environment • Technologically proficient (especially with Microsoft Office products and Google Suite) • Frequent travel to Hub offices required • Travel to assist with academic screenings and state testing organization / implementation required

Position Summary and Responsibilities

The Program Manager/Transition Coordinator will manage educational needs for our students with disabilities while working collaboratively with our partner school districts. The Program Manager will work directly under the Manager of Special Education and will ensure that the school operates in compliance with all Michigan and federal regulations. Please note that frequent travel throughout the state of Michigan will be required throughout the school year. The Program Manager will work collaboratively with the Manager of Special Education to make certain that the school is providing appropriate programs in the least restrictive environment for all students with special needs. Duties will include management and participation in pre-referral and IEP committee processes, maintenance of student data, communication with parents, collaboration with resident school districts throughout the state, and the following:

- Maintain documentation within the Learning Management System that captures and organizes special education timelines and data;
- Collaborate with resident school districts to schedule and participate in IEP committee during open enrollment periods to determine if virtual education would be appropriate program to meet student's needs;
- Work with the Special Education teachers to oversee and schedule initial eligibility IEP and IEP meetings;
- Communicate and consult with teachers and learning coaches regarding the instructional program for students with disabilities, and students with other special needs like students with 504 plans;
- Oversee the development, tracking, dissemination and proper implementation of IEP or 504 plan mandated accommodations for students with special needs during state testing events;
- Support implementation and proper administration of the Student Intervention Team (SIT) process at Tier 3 for students who may be eligible for special education services. Participate in SIT meetings as required;
- Collaborate with corporate staff in Baltimore and members of the local school team concerning all facets of programming for students with special needs;
- Coordinate and contract with related service providers and outside agencies (for transition portions/purposes on the IEP) for students who are in need of them;
- Collaborates with the Michigan Department of Education in regards to special education compliance in the virtual program;
- Work directly with parents, as needed, to answer questions, ensure that all school actions are in compliance, and that students are learning in the Least Restrictive Environment;
- Develop a working knowledge of Connections Academy's curriculum options, and how they can be adapted and implemented to meet specific student needs. Introduce new ways of supporting special needs students in a virtual environment;
- Performs such other duties as assigned by the School Leader or MICA Manager of Special Education.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Academic Interventionist/Specialist
Reporting Relationship (the position's supervisor)	School Leader, Principal, Assistant Principal or Director or Manager of MTSS
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Valid Michigan Teaching Certification in the required subject matter and grade band • A minimum of 5 years fulltime successful teaching experience in the required subject matter and grade band • Michigan Residency Preferred • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in a fast-paced environment • Technologically proficient (especially with Microsoft Office products) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support families

Position Summary and Description:

The Academic Interventionist/Specialist will support MICA's Multi-Tiered System of Supports (MTSS) using the Response to Intervention Framework (RTI). The Academic Interventionist/Specialist coordinates the push-in and pull-out support in planning instruction and/or adaptation of the instructional program using the Multi-Tiered System of Supports (MTSS) model to facilitate student learning in accordance with district policies and state guidelines. The Academic Interventionist/Specialist designs and implements specific strategies designed to promote intellectual, social, and physical growth in all students identified for academic intervention need. The Academic Interventionist/Specialist evaluates and measures the effectiveness of specific MTSS strategies and interventions in order to refine Tier 1, Tier 2, and Tier 3 levels of support. The Academic Interventionist/Specialist supports the instructional programs with regular and special education teachers. Most of the Academic Interventionist/Specialist's responsibilities will include providing intensive, research-based interventions for Tier 3 students. The Academic Interventionist/Specialist will be responsible for the successful completion of the following tasks:

- Utilize performance, survey and observation, and attendance data to help teachers identify and group children who need additional support. Assist teachers in developing and implementing classroom-based, developmentally appropriate interventions for individual children and groups of children to enhance their acquisition of social/emotional and cognitive skills
- Support teachers in documenting children's progress
- Facilitate the Student Support Team (SST) process with the principals, support staff, parents, and instructional staff
- Develop and use instructional and behavioral support tools (Tier 2 Planning form, SST forms, functional behavior assessment and behavior management plans) effectively
- Gather and organize grade-level/subject area universal assessment tools and develop assessments for progress monitoring purposes for all teachers
- Design collaborative systems to support the sharing of MTSS best practices
- Implement and track all Tier 3 support for all identified students, design systems and tools to measure its effectiveness, and refine strategies and support as needed to improve results
- Work with the Directors or Managers of Special Education and SST participants to facilitate eligibility for special education
- Schedule, organize, and conduct RTI meetings in a virtual environment
- Plan and implement RTI professional development opportunities
- Maintain and update on-line resources with RTI forms and information
- Facilitate data driven conferences with teachers to effectively inform instruction during Professional Learning Community meetings
- Assist in preparing and submitting the school improvement plans for struggling learners
- Assist with managing IDEA and Section 504 activities that fall under Child Find requirements
- Assist in producing required Federal, State and District reports in relation to general education interventions and Child Find responsibilities and ensure compliance with legislative mandates regarding intervention programs and documentation
- Develop and inform students of reasonable rules concerning classroom procedures and behavior and maintain a safe and orderly classroom environment



- Employ a variety of instructional techniques, instructional media, and performance assessments, which guide the learning process toward academic achievement and curriculum goals
- Assess the accomplishments of students in a variety of ways on a regular basis and provides progress reports as required
- Maintain accurate, complete, and correct records as required by law, district policy, and administrative regulations
- Administer and analyze standardized testing data and adjust instructional strategies, as needed, to maximize probability of student success
- Build effective relationships with parents and students through regular communication and availability to students and parents
- Participate in professional growth and development, staying abreast of current research through continuing education, educational seminars, workshops, conferences, membership in professional organizations of the subject taught, and attendance at district-sponsored in-service opportunities
- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others
- All work responsibilities are subject to having performance goals and/or targets established
-

Form Prepared by:

Name:

Title:

Date:

Title of Position	School Counselor
Reporting Relationship (the position's supervisor)	Director or Manager of Counseling
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Counselor Certification	Except as otherwise provided by law, the Academy shall use certificated counselors according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Michigan certification in School Counseling • Meet Michigan Department of Education School Counselor Requirements • Michigan Residency Preferred • Strong leadership qualities and a commitment to goal-directed management and accountability • Excellent communication skills, both oral and written • Knowledge of Professional Learning Communities • Customer-focused approach • Flexible, ability to transition from task to task quickly • Demonstrated ability to work well in fast-paced environment • Team player • Technologically proficient (especially with Microsoft Office products and Google Suite) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary

The School Counselor will virtually assist students and parents/learning coaches with course selection, scheduling and will be the initial point of contact for student concerns that span multiple subject areas as well as non-academic issues. The School Counselor will become an expert on course and credit requirements and will work with the Director or Manager of Counseling Services to establish counseling processes for middle and high school students.

Responsibilities

- Advise students and families related to academics, career planning and graduation;
- Keep abreast of all high school graduation requirements, including special requirements such as community service, and communicate this information to the Director or Manager of Counseling and to the Principal;
- Assist students and parents with the secondary school course selection process according to specific state credit and graduation requirements and student needs and interests. An integral part of this process is assisting students and parents to develop a Four-Year Plan for meeting graduation requirements;
- Advise students with issues related to dropping courses and changing schedules, seeking support as needed, while ensuring that the school's course selection and drop policies are adhered to;
- Review student transcripts and the entry of credits into the online transcript system;
- Follow procedures to ensure that Academy transcripts are accurate and up to date;
- Work with the administrative assistants to obtain school records from the student's previous school (where applicable) and forwarding student records when appropriate;
- Implement programs for students and families related to interpersonal adjustment issues;
- Work with school teams to identify and help families access school and community resources;
- Participate in the development of crisis prevention and management plans for the school and serve as a key member of the Student Support Team (SST);
- Coordinate a team of middle and high school teachers to help identify students who are "at risk" or "in crisis"; Act as the main point of contact for these students and families, communicating regularly with them;
- Oversee and maintain the Personal Learning Plan (PLP) for each student;
- Implement efforts to secure complete and accurate records for Academy students;
- Support families through the school withdrawal process, assisting with data collection regarding withdrawal;



- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards. Stay abreast of all state regulations relating to incident reporting and documentation;
- Assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;
- Communicate with the Curriculum Team to ensure that curriculum offerings meet state requirements;
- Implement special programs such as Advanced Placement support, SAT and ACT Preparation, and college entrance preparation;
- Understand the requirements for and assist the principal to facilitate the administration of all high school testing, including exit exams, PSAT, SAT, ACT, and AP exams;
- Help students to research and understand their post-secondary career and educational options;
- Assist with student preparation of applications for college and jobs;
- Educate students and parents about college admissions requirements and financial aid;
- Coordinate high school graduation ceremonies;
- Support professional development activities for teachers and school staff members;
- Assume teaching and grading duties as necessary including teaching middle school elective courses;
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Teacher
Reporting Relationship (the position's supervisor)	School Leader, Principal, or Assistant Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Qualified and certified to teach the appropriate subject in Michigan • Michigan Residency preferred • Strong technology skills (especially with Microsoft Office products and Google Suite) • Excellent communication skills, both oral and written • Highly organized and punctual • Student and family focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced environment • Team player track record • Strong interpersonal skills which include the ability to work effectively with students, parents, staff, and community members from diverse backgrounds. • Travel to and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel. • Ability to work some occasional evening hours, as needed to support some families • Ability to work remotely, if necessary

Position Summary and Responsibilities

Working from our office or your home office in Michigan, certified Teachers will virtually manage instructional programs. Through use of the telephone, Internet and various curriculum tools they will consult regularly with learning coaches and students to ensure that each child successfully completes their instructional program. Teachers will be responsible for the successful completion of the following tasks:

- Support the instructional program with asynchronous web conferencing sessions and synchronous instruction;
- Complete all grading, create progress reports and conduct parent conferences in a timely manner;
- Communicate with parents, students and other teachers on a regular basis to develop and update Personal Learning Plans and schedules, score assessments, provide feedback on student work, suggest instructional approaches and strategies, monitor completion of assignments and coach special projects;
- Develop a general knowledge of the entire program's curriculum and a very detailed knowledge of the courses for which responsible;
- Review curriculum and devise alternate approaches to presenting lessons to increase student understanding (working directly with students and parents);
- Support students and parents with alternate strategies and provide additional assistance with daily assignments and projects;
- Communicate regularly with parents, students, and school staff through use of computer and telephone;
- Work collaboratively with other teachers to ensure that all students are successfully progressing through the program, that parents have a central point of contact, and that tasks are distributed among the teachers;
- Keep student records and data up to date, including cumulative files, online student and family information, attendance accounting, and logging all student and parent contacts;
- Consult with other teachers, team members, academic interventionists/specialists, and other staff members to develop alternate enrichment activities and modifications to students' programs to increase student understanding;
- Work with staff to ensure students and families are receiving appropriate communications, students are making adequate progress and established goals are being met;
- Work with other teachers to coordinate social activities and relevant field trips for students;
- Manage regional field trips and make efforts to integrate trips into the curriculum;
- Devise and implement virtual methods of creating and maintaining a "school community";



- Participate in the organization and administration of the State Testing, as directed;
- Participate in student recruiting sessions and other marketing efforts that require teacher representation;
- Attend field trips and other community activities implemented for families; and
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Special Education Teacher
Reporting Relationship (the position's supervisor)	Director or Manager of Special Education
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Bachelor's Degree in Special Education or related Education Field • Valid Michigan Teaching Certification with full approval or endorsement in at least one area of special education from Michigan Department of Education, Office of Special Education (MDE, OSE) • Must meet all continuing education requirements as defined by MDE • Expertise in special education law and compliance • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced environment • Technologically proficient (especially with Microsoft Office products) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

The Special Education Teacher will “virtually” manage instructional programs for students with special needs. Through use of the telephone, Internet and various curriculum tools they will consult regularly with learning coaches and students to ensure that each child successfully completes his/her instructional program. The Special Education Teacher will participate in all steps of the IEP process. They will work closely with other teachers and district professionals to ensure that the school's special education program is successful and operates in compliance with federal and state regulations. The Special Education Teacher will utilize technology to deliver virtual instruction. The Special Education Teacher will be responsible for the successful completion of the following tasks:

- Manage and provide instructional guidance, virtual teaching and general strategies for a caseload of students;
- Develop, write and help implement IEPs and 504 plans;
- Evaluate tests and assessments, complete report cards and conduct parent conferences;
- Communicate regularly with parents/learning coaches of students with special needs to ensure that their IEP goals are being met, and that their needs are addressed in a timely and appropriate fashion;
- Consult with teachers and coordinate the implementation of specially designed instruction as defined in the IEP regarding students with specific needs and potential learning issues;
- Provide direct services to students including services delivered through web-conferencing software, as needed;
- Schedule, organize and conduct IEP related meetings in a virtual environment, as needed;
- Participate in the school's Student Support Team; help teachers and learning coaches develop and implement program modifications and strategies for all students;
- Assist, as needed, with the organization and proper implementation of all paperwork, documentation and procedures for the IEP process;
- Assist with locating service providers for students needing related services as mandated by their IEPs;
- Assist with negotiating and executing contracts with service providers for students requiring such services;
- Maintain accurate and up-to-date data in the school's Learning Management System and special education software;
- Assist with administering state testing and coordinate the special adaptations that are required based on the IEP; and
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	ELL Teacher
Reporting Relationship (the position's supervisor)	School Leader, Principal, Assistant Principal, or Director or Manager of Special Education
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Qualified and certified to teach the appropriate subject in Michigan • Michigan Residency preferred • Strong technology skills (especially with Microsoft Office products and Google Suite) • Excellent communication skills, both oral and written • Highly organized and punctual • Student and family focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced environment • Team player track record • Strong interpersonal skills which include the ability to work effectively with students, parents, staff, and community members from diverse backgrounds. • Travel to and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel. • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

The ELL teacher will virtually manage instructional programs for ELL students via telephone and Internet with the use of various curriculum tools. The ELL teacher will consult regularly with students, learning coaches and teachers to ensure the success of every ELL student. In addition, the ELL teacher will be responsible for the successful completion of the following tasks:

- Coordinate language proficiency screenings and testing as mandated in Michigan
- Ensure compliances with state-timelines for tasks such as Beginning of the Year, Middle of the Year and End of the Year
- Attend local and state-provided professional development training related to ELL compliance and instruction
- Collaborate with appropriate stakeholders to support student learning
- Review curriculum and devise alternate approaches to presenting lessons to increase student understanding
- Communicate with parents and students on a consistent, regular basis to develop and update ELL Program Plans and schedules, discuss assessments, provide feedback on student work, suggest instructional approaches and strategies, monitor completion of assignments and coach special projects
- Conduct ELL focused conferences in a timely manner
- Become proficient with supplemental programs to support English Language Learners in the virtual setting, including interpreting data within the programs
- Develop a general knowledge of the MICA's curriculum, as applicable
- Design and Facilitate staff Professional Learning opportunities in the areas of ELL
- Other duties as assigned

Form Prepared by:

Name:

Title:

Date:

Title of Position	School Executive Assistant
Reporting Relationship (the positions' supervisor)	School Leader or Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Bachelor's Degree from an accredited university required • Strong ability for reporting accuracy • Knowledge of Michigan State and ISD Reporting Systems (CEPI, MCIR, Catamaran, etc.) • Ability to understand all components of billing, receiving payments, general accounting • Proficiency with Microsoft Office tools and web-based applications is essential • Intermediate or higher skill level in MS Excel • Proficiency with Google Applications (Mail, Calendar, Drive, Chat, Documents, etc.) • Ability to multitask in a fast-paced environment • Ability to maintain privacy and confidentiality (FERPA) • Good interpersonal skills and attention to detail • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced team environment • Experience in K-12 education and/or State educational reporting a plus • Preferred: experience with computer-based Information Systems • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

The School Executive Assistant is primarily responsible for meeting monthly billing/accounting deadlines and billing partners in a timely manner. Other administrative tasks of the school such as assisting the leadership team with administrative tasks and other duties as assigned. The School Executive Assistant will be responsible for the following:

- Following billing procedures as outlined by state guidelines, Pearson and the School Leader;
- Managing all responsibilities at the school site regarding billing/accounting;
- Outbound communication via phone, online chat and email with various stakeholders;
- Arrange state test site rental with external vendors;
- Manage billing and costs for state testing;
- Make all arrangements for school staff travel, including hotel, car rental, conference registration;
- Work with administrative assistant team to manage finances for student activities;
- Provide staff with information and training related to individual expense reporting;
- Work with School Leader and Pearson team on grants management;
- Monitor spending and budget;
- Work with Pearson Business manager to monitor school budget;
- Prepare reports for the School Leader and other stakeholders;
- Keep projects and reports on schedule;
- Demonstrate ability to organize resources and a planned approach in order to execute projects efficiently and timely;
- Motivated, self-starter who can work independently and in cross-functional team environment;
- Prioritize and manage multiple projects simultaneously, and follow through on issues in a timely manner;
- Excellent follow-up skills; e.g., obtaining missing paperwork or checking in with people to keep a project moving forward;
- Manage the school Office Manager
- Other duties as assigned.

Title of Position	Office Manager – Note this position is currently vacant and will be filled.
Reporting Relationship (the positions' supervisor)	School Leader, Principal, Assistant Principal, or Director or Manager of Business Services
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • High School Diploma or equivalent required • Strong ability for reporting accuracy • Knowledge of Michigan State and ISD Reporting Systems (CEPI, MCIR, Catamaran, etc.) • Ability to understand all components of billing, receiving payments, general accounting • Proficiency with Microsoft Office tools and web-based applications is essential • Intermediate or higher skill level in MS Excel • Proficiency with Google Applications (Mail, Calendar, Drive, Chat, Documents, etc.) • Ability to multitask in a fast-paced environment • Ability to maintain privacy and confidentiality (FERPA) • Good interpersonal skills and attention to detail • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced team environment • Experience in K-12 education and/or State educational reporting a plus • Preferred: experience with computer-based Information Systems • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

The School Office Manager is responsible for managing a team of administrative assistants and working directly with the school leadership team on daily administrative tasks such as entering data into the school or district systems.

- Manage, train, and support administrative assistants who report to the office
- Oversee the daily work of the office team, including, but not limited to records management, coordinating event logistics, enrollment tasks, withdrawal processing, processing transcript requests, receiving and sending student portfolios, communicating with staff and families.
- Work in collaboration with PVS Teams, such as State Reporting and Compliance to ensure required data (ex. Immunization Records) are entered into various school and district information systems in an accurate and timely manner
- Maintain accurate employee records, including fingerprints both onsite and in school operating systems
- Create and update school Standard Operating Procedures
- Work directly with PVS Teams, such as Facilities and the Academy's Property Manager
- Responsible for managing school phone system
- Accountable for mail and voicemail that comes into the office
- Maintain and update the Office Emergency Plan
- Assist School Leadership Team as needed with daily tasks and projects
- Assist families and school stakeholders with questions both on the phone and in the office
- Additional duties as assigned

Form Prepared by:

Name:

Title:

Date:

Title of Position	Administrative Assistant
Reporting Relationship (the position's supervisor)	School Executive Assistant or Office Manager
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • High School Diploma or equivalent preferred • Proficiency with Microsoft Office tools and web-based applications is essential • Ability to multitask in a fast paced environment • Good interpersonal skills and attention to detail • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced team environment • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

The Administrative Assistant is responsible for daily administrative tasks of the school such as answering phones and email, receiving visitors, assisting the School Leader, leadership team and teachers with administrative tasks, filing and other duties as assigned.

Responsibilities:

- Entering data into the online student information system.
- Generating reports.
- Answering the phones.
- Scheduling appointments.
- Speak with Parents and Students.
- Assist School Leader with a wide variety of daily responsibilities.
- Additional duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Truancy Advisor
Reporting Relationship (the position's supervisor)	School Leader, Principal, Assistant Principal, or Director or Manager of Business Services
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Strong Knowledge of state laws regarding truancy for school age minors and how to file charges in jurisdictions across the state of Michigan • Strong knowledge of MICA's attendance reporting and truancy policies, as well as the MICA escalation system • 1-3 years of experience in Education, Business, or Social Services is preferred • Community College and/or Vocational School degree with work experience in a job-related area • BA in Education, Business, Criminal Justice, or Social Services is preferred • Valid Michigan driver's license and proof of automobile insurance • Ability to multi-task, and a logical mind to assess, filter, organize, and work with data • Excellent communication skills, both oral and written • Ability to explain information and concepts clearly and concisely, with confidence, and to defend position, when challenged • Must be comfortable in a court setting • Ability to communicate tactfully and frankly with high risk students and families • Finesse and grace to work through tough conversations with people who are sometimes upset and confrontational • Ability to build positive relationships and educate courts across Michigan about attendance and truancy in a cyber-school • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

The Truancy Advisor is responsible for working with students, families, courts, teachers, and school administrators to ensure that students are attending and engaging in school. The Truancy Advisor will work cooperatively with community resources, school staff, the probation department, law enforcement, juvenile courts, school districts, and other agencies to effectively intervene and redirect youth towards positive school attendance and towards a healthy lifestyle.

Responsibilities

- Collects and prepares data for the purpose of analyzing the truancy process, and to develop recommendations for improving the truancy program;
- Collects and prepares data and reports as required in the day-to-day management of the truancy process;
- Communicates regularly with school staff for the purpose of establishing cooperative and innovative approaches to solving truancy issues;
- Completes status reports for the purpose of demonstrating progress in the truancy process, as well as to help display/project future workload;
- Coordinates with courts, and occasionally law enforcement agencies, for the purpose of collecting and disseminating information pertaining to truancy;
- Develops and implements process, including paperwork to file truancy charges in 83 counties throughout the state of Michigan. Each county may differ in what is allowable and what is required in order to file truancy charges;
- Schedules and conducts truancy meetings with parents and students for the purpose of ensuring that attendance and truancy policies are understood and followed and to facilitate improved student attendance;
- Organizes, prepares, and presents truancy information for each student for court hearings and court cases requiring the appearance of a school representative;
- Represents Michigan Connections Academy in truancy court hearings;
- Provides updates and communicates regularly with court and probation personnel regarding truant students; and
- Other duties as assigned.

Title of Position	Elementary Reading/Math Intervention Teacher
Reporting Relationship (the position's supervisor)	School Leader, Principal, or Assistant Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Appropriately certified in Reading and Math in Michigan (appropriate to grade level responsibilities). • Strong multi-cultural skills. • Strong technology skills (especially with Microsoft OS and MS Office programs). • Excellent communication skills, both oral and written. • Customer focused approach. • High degree of flexibility. • Demonstrated ability to work well in fast paced environment. • Team player track record. • Ability to work remotely, if necessary. • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

The Elementary Reading/Math Intervention Teacher will supervise and coach elementary students in virtual settings as they utilize online instruction and materials. Through use of the telephone, Internet and various curriculum tools, the Math / Reading Interventionist will communicate regularly with parents, students, and curriculum specialists to ensure that each child successfully completes his/her instructional program. The Elementary Reading/Math Intervention Teacher will be responsible for the successful completion of the following tasks:

- Screen students to establish proper math and reading level using appropriate screening tools;
- Collaborate with classroom teachers to select students who are in need of special reading and math instruction;
- Provide diagnostic, prescriptive, and evaluative services for identified students;
- Provide individual and small group instruction for identified students;
- Assist with the administration of state testing and local benchmark assessments
- Confer with the instructional staff on the reading and math needs of students and provide suggestions of effective interventions and strategies;
- Act as a resource teacher in the area of reading and math to regular classroom teachers by assisting them in the organization of the reading and math program, selection of materials, and implementation of teaching techniques to ensure the instructional program relates to the special needs of students;
- Provide reading and math resources for teachers, aides and parents;
- Review curriculum and devise alternate approaches to presenting lessons that will increase student understanding. Work directly with students and parents to implement these alternate lessons;
- Support the instructional program with asynchronous web conferencing sessions and synchronous instruction;
- Communicate with parents, students and other teachers on a regular basis to develop and update Personal Learning Plans;
- Collaborate with other teachers to ensure that all students are successfully progressing through the program, that parents have a central point of contact, and that tasks are distributed among the teachers;
- Keep student records and data up-to-date, including cumulative files, online student and family information, attendance accounting, and logging all student and parent contacts;
- Develop and implement virtual methods of creating and maintaining a "school community"; and
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Secondary Student Engagement Specialist
Reporting Relationship (the position's supervisor)	School Leader, Principal, or Assistant Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Bachelor's degree or commensurate experience • Ability to travel • Experience working with diverse populations • Excellent communication skills, both oral and written • Excellent organizational skills • Customer focused approach • Flexible • Demonstrated ability to work well in fast paced environment • Team player • Technologically proficient (especially with Microsoft Office and G Suite products) • Willingness to travel on occasion for marketing and state testing events (may require occasional overnight travel)

Position Summary and Responsibilities

The Secondary Student Engagement Specialist will promote the academic mission by providing services that strengthen student engagement via home/school/community partnerships and alleviate barriers to learning. The Secondary Student Engagement Specialist significantly contributes to a students' daily and overall success by implementing and monitoring policies and requirements in the day-to-day actions of the school, as they use the phone and Internet to consult primarily with students and to a lesser extent learning coaches, ensuring that each child successfully completes his/her instructional and career pathway programs. The Secondary Student Engagement Specialist is responsible for working with students, parents, support staff and certified teachers who "virtually" facilitate a home-based student instructional program.

Other key responsibilities include the following:

- Monitor and enforce the implementation of the schools academic initiatives and policies;
- Ensure the academic success of individual students by utilizing all levels of academic support available and by maintaining a high level of communication with students to deliver program information and address individual student needs;
- Assist and monitor programs and supports in regards to MICA's Student Engagement Initiative to address students struggling with being chronically absent;
- Ensure adherence to Michigan Connections Academy's student attendance policies by ensuring a deep knowledge and understanding of the state's and school attendance and absenteeism requirements;
- Assist teaching staff with implementing any program / process changes;
- Exhibit high quality communication with all staff, students and families;
- Handle and / or assist student problems escalated by parents and teachers;
- Provide assistance to students in need of additional support and encourage a high level of participation;
- Participate in student recruitment and retainment efforts including in-state trips, presentations, Q & A session;
- All other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Trauma & Resiliency Specialist
Reporting Relationship (the position's supervisor)	SPED Program Manager/Transition Coordinator
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Please note, if given a job offer, 2-step authentication is required to login to all systems. • Degree in Trauma and Resiliency, Behavior Specialist or certificate in Trauma and Resiliency • Experience with teaching lessons on social emotional standards to small and whole groups. • Experience and demonstrated interest in working with at-risk youth • Candidates should have knowledge and familiarity with specific Michigan resources and agencies that will assist in the healthy social, mental, and academic development of students and families • Ability to work remotely, if necessary • Ability to travel across Michigan to support families and work with agencies

Position Summary and Responsibilities

The Trauma and Resiliency Specialist will promote the academic mission by providing services that strengthen home/school/community partnerships and alleviate barriers to learning. The Trauma and Resiliency Specialist significantly contributes to the development of a healthy, safe, and caring environment by advancing the understanding of the emotional and social development of children and the influences of family, community, and cultural differences on student successes and by implementing effective intervention strategies.

The Trauma and Resiliency Specialist will be responsible for the successful completion of the following tasks:

- Implement programs for secondary school students and families related to the Michigan Social Emotional Standards;
- Work with school teams to identify and help families access school and community resources, in order to remove barriers to attendance and academic success;
- Participate in the development of Trauma informed initiatives;
- Coordinate with teachers to help identify students who are "at risk" (trauma, social, emotional or behavioral) or "in crisis";
- Act as the main point of contact for these students and families, communicating regularly with them;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards;
- Attend trainings regarding trauma informed education and social emotional learning.
- Support professional development activities for teachers and school staff members;
- Work with families and teachers for student positive behavior supports.
- Work as part of the IEP team to develop functional behavior plans.
- Collaborate closely with School Counselor and Director of Special Education; and
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:



Title of Position	School Social Worker
Reporting Relationship (the position's supervisor)	Director or Manager of Special Education
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none">• Please note, if given a job offer, 2-step authentication is required to login to all systems.• Master's Degree in Social Work and appropriate Michigan licensing• Must hold an LMSW or be a licensed school social worker• Experience and demonstrated interest in working with at-risk youth in an urban environment• Candidates should have knowledge and familiarity with specific Michigan resources and agencies that will assist in the healthy social, mental, and academic development of students and families• Ability to work remotely, if necessary• Ability to travel across Michigan to support families and work with agencies

Position Summary and Responsibilities

The Social Worker will promote the academic mission by providing services that strengthen home/school/community partnerships and alleviate barriers to learning. The Social Worker significantly contributes to the development of a healthy, safe, and caring environment by advancing the understanding of the emotional and social development of children and the influences of family, community, and cultural differences on student successes and by implementing effective intervention strategies. The main focus will be providing support through tiered interventions and instruction for students needing social emotional support.

The Social Worker will be responsible for the successful completion of the following tasks:

- Implement programs for students and families related to interpersonal adjustment issues;
- Work with school teams to identify and help families access school and community resources, in order to remove barriers to attendance and academic success;
- Participate in the development of crisis prevention and management plans for the school;
- Coordinate with teachers to help identify students who are "at risk" or "in crisis";
- Act as the main point of contact for these students and families, communicating regularly with them;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards;
- Attend trainings regarding child abuse and neglect, homelessness, foster care and other social work issues while also training staff on issues related to student safety and child welfare;
- Support professional development activities for teachers and school staff members;
- Work as part of the IEP team to develop social goals and provide virtual social work services to help the student reach these goals;
- Collaborate closely with School Counselor and Director of Special Education;
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:



Title of Position	Staff Speech Language Pathologist
Reporting Relationship (the position's supervisor)	Director or Manager of Special Education
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none">• MA or MS in Speech Language Pathology and ASHA Certificate of Clinical Competence• Valid Colorado and/or Department of Education Licensure in Speech Pathology as required• Ability to obtain and maintain multiple required state certifications and clearances as assigned• 2+ years experience in K-12 school setting• Strong technology skills• High degree of flexibility and ability to work independently• Excellent communication skills, both oral and written

Position Summary and Responsibilities

The Full-Time Speech Language Pathologist will provide virtual speech therapy to K-12 students who are enrolled in Connections Academy virtual public schools. The SLP will connect with students using webcams and web conferencing software, while using the company's online Education Management System to manage their caseload.

- Provide high quality speech language services to assigned students while supporting program implementation;
- Planning and implementing individual and group therapy in a virtual environment;
- Be an expert on assigned school and state specific policies and procedures for implementing LiveSpeech services;
- Maintain a positive working relationship between the LiveSpeech team, and the schools and programs we serve;
- Review and analyze a variety of reports to maintain compliance;
- Maintain a high level of communication with the leadership team and school staff;
- Timely and thorough documentation of therapeutic interventions and progress reports;
- Meet bi weekly with your supervisor;
- Conduct screenings and formal and informal evaluation of all students' communication needs using documented best practices;
- Communicate regularly with parents/learning coaches of students with speech/language needs as well as school special education staff to insure that their IEP goals are being met, and that their needs are addressed in a timely and appropriate fashion;
- Consult with teachers and coordinate the implementation of specially designed instruction as defined in the IEP regarding students with speech/language needs and potential learning issues;
- Special Education case management for select students whose only special education need is speech therapy; this will include scheduling, organizing and conducting IEP related meetings in a virtual environment, as needed;
- Assist, as needed, with the organization and proper implementation of all paperwork, documentation and procedures for the IEP process for select students;
- Maintain accurate and up-to-date data in the company's Education Management System and special education software, including updating secondary IEP systems as directed;
- Adhere to all laws and company policies regarding data protection and security;
- Obtain and maintain all required licenses and clearances as assigned;
- Complete all required professional development, training, and courses required for CEUs to maintain credentials and meet company compliance standards;
- Exemplify the company's core values (brave, decent, imaginative, accountable, curious, customer-centric, and collaborative); and
- Complete additional duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Family and Community Coordinator
Reporting Relationship (the position's supervisor)	School Executive Assistant
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Bachelor's degree or commensurate experience. • Approximately 30% travel required • Experience working with diverse communities. • Excellent interpersonal skills. • Excellent organizational skills. • Demonstrated ability to manage time well. • Excellent written and oral communication skills. • Experience in developing and/or leading workshops and trainings. • Ability to work flexible hours including evenings and weekends. • Michigan Residency <p>Preferred:</p> <ul style="list-style-type: none"> • Bilingual capacity. • Conflict resolution, mediation and/or negotiation skills. • Experience in virtual school setting. • Experience with school or community services coordination.

Position Summary and Responsibilities

The Family & Community Outreach Coordinator will be responsible for developing school-based family engagement systems and activities that create strong supports for teaching, learning and student achievement. The MICA Family and Community Outreach Coordinator will be responsible for supporting families, teachers and the community in their efforts to assist students in achieving academic excellence as well as supporting the school's marketing and customer service efforts. The Coordinator will also provide support for "Club Orange", the Connections Education caretaker program, and the MICA administration and board in outreach and support to families in communicating priorities and goals of the school, and engaging student and families in increasing their involvement and commitment to the school. This position, in conjunction with the principal and will focus on building the critical partnership between families and schools. Specifically, the Coordinator will work toward three goals:

- Improve parents' levels of trust and support for their school by using proactive strategies to build relationships with parents and facilitate relationship building between staff and parents, and parents and parents.
- Enhance families' capacity to support their children's learning and serve as leaders in their children's school.
- Work with staff, families and community organizations to create a school environment that is consistently welcoming to families.

The Family & Community Outreach Coordinator responsibilities include, but are not limited to the following:

- Coordinate new parent contacts, orientations and trainings.
- Assist with student truancy and engagement issues.
- Organize, strengthen and support of "Club Orange" in helping parents coordinate parent lead school, marketing and support activities.
- Lead the development, in conjunction with the MICA leadership team, and Implementation of the school's overall family engagement action plan.
- Assist the school marketing lead and Connections Education marketing department to develop and implement the yearly marketing plan.
- Work with the MICA Manager of Counseling Services to provide families with information on school, Connections Education and community support services. Work with the advisors to assist families in accessing appropriate resources that will support their child's learning.
- Collect information on and coordinate the participation in contests and competitive activities such as spelling bees, academic bowls, etc. including the development of sustainable competitive programs.
- Establish and maintain consistent, effective and timely communication with families, especially new families, in a variety of ways.
- Working with the principal and school staff, establish an environment in which families feel safe, welcomed and free to voice their opinions.



- Act as an advocate/liaison to assist parents and school staff to resolve issues at the school level. Serve as mediator when necessary, using respectful strategies to bring conflicts to resolution.
- Build and strengthen relationships with local community partners.
- Develop and maintain a current database of families at the school to support family engagement activities.
- Take part in ongoing training and professional development provided by MICA and Connections Education.
- Keep records of various activities to be used as part of the evaluation of the pilot project.
- Other duties specifically related to the engagement of families and the community as designated by the principal.

Form Prepared by:

Name:

Title:

Date:

Potential Positions:

Title of Position	Assistant Principal
Reporting Relationship (the position's supervisor)	School Leader or Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Administrator Certification	All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
Qualifications	<ul style="list-style-type: none"> • All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246 • Michigan Residency Preferred • Bachelor's and Master's Degree from a regionally accredited college/university Required • Valid Michigan Teaching Certification with three years minimum of successful teaching experience. Virtual teaching experience preferred. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. • Three years of administrative or management experience required, charter school management a plus • Strong leadership qualities and a commitment to goal-directed management and accountability • Excellent communication skills, both oral and written • Knowledge of Professional Learning Communities • Customer-focused approach • Flexible, ability to transition from task to task quickly • Demonstrated ability to work well in fast-paced environment • Team player • Technologically proficient (especially with Microsoft Office products and Google Suite) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary and Responsibilities

This position ensures all students receive a personalized learning plan by implementing a distance education instructional program with fidelity. The Assistant Principal is responsible for establishing an organizational culture: putting the interests of students and families first; recruiting, retaining and developing faculty and staff; building and growing relationships with key external stakeholders including regulators; and implementing the vision where every child receives a personalized and customized education, and academic achievement is at the forefront.

The Assistant Principal will report to MICA's School Leader and will manage staff as they consult regularly with Learning Coaches and students, ensuring that each child successfully completes his/her instructional program. The Assistant Principal is responsible for overseeing overall school operations working with parents, students, support staff, and certified teachers who "virtually" facilitate a home-based student instructional program. The Assistant Principal will spend the majority of their time working with internal and external stakeholders on matters of academic outcomes, reporting, and supervision. This individual will work closely with key centralized service partners including School Support, Enrollment, Technical Support, Materials Management, Fulfillment, Finance, Human Resources, Payroll and Facilities Management. It is also anticipated that this individual will manage a range of special projects and duties.

The Assistant Principal must lead by example regarding continuing education and professional development. To lead effectively in these areas, the Assistant Principal must:

- participate successfully in the training programs offered;



- review current trends, developments, and research as they pertain to education and school operations; and
- be familiar with school law and Michigan State Statutes

School-wide, the Assistant Principal will be responsible for assisting the School Leader in one or more key projects:

- Assist the School Leader in developing, leading, implementing, monitoring, and collaborating with other educators in school-wide integration of MTSS/RTI.
 - Provide training, consultation, and support to administrators, teachers, and staff to facilitate implementation of a Multi-Tiered System of Supports (MTSS) using the Response to Intervention Framework (RTI) school-wide;
 - Provide observation and feedback, modeling, interpreting data and other supportive assistance necessary to implement a Multi-Tiered System of Supports;
 - Monitor the fidelity of implementation of MTSS at the school level including the identification of students, delivery of Tier 1, 2, and 3 interventions, and progress monitoring;
 - Coordinate MTSS/RTI staff development activities for school-based personnel;
 - Attend professional development and MTSS meetings, as needed.
- Assist the School Leader in strengthening, monitoring, and adjusting K-12 Family Engagement Initiatives as measured regularly through data.
 - Develop and coordinate programs and activities to increase family engagement;
 - Develop and coordinate a series of family and Learning Coach training sessions and programs to increase family and Learning Coach engagement;
 - Identify best practices of resources and outreach to support family engagement initiatives, and develop a toolkit for educators of best practices and family engagement materials;
 - Collect and analyze family and community engagement data to adjust and refine programs/services; prepare documents, summaries, management reports, and implementation plans as requested.
- Assist the School Leader in developing and maintaining community partnerships throughout the state of Michigan to support student and family needs.
 - Establish, manage, and maintain Community Partnerships across the state of Michigan to support student and family needs;
 - Plan, create, and facilitate outreach activities and serve as a liaison with community agencies across the state.
- Develop, implement, and monitor summer school programming school-wide, specifically for students enrolled in the Alternative School, and serve as the summer school point of contact;

Other key responsibilities include the following:

- Manage the implementation of the proven Connections Academy curriculum and school operation protocols;
- Exhibit high quality communication with all school staff, students and families and ensure that teachers exhibit and maintain a high level of professionalism, instructional support and customer service;
- Ensure the academic success of individual students by utilizing all levels of academic support available and by maintaining a high level of communication with parents to deliver program information and address individual student needs;
- Work directly with the School Leader to manage relationships with the Michigan Department of Education, stay current on the state's policies, procedures and legislation, including specific count day and audit procedures, etc., and accurately submit all required reports and paperwork in a timely manner;
- Work with the School Leader and school staff as well as other stakeholders to create, implement, manage, and monitor the School Improvement Plan and support the School Leader in meeting all MICIP requirements;
- Work with Pearson Virtual Schools (PVS) and the School Leader to coordinate marketing, enrollment, curriculum, human resource, and training resources;
- Work with department leads regularly as a Community of Practice to complete data analysis and documentation and use data regularly to assess the progress towards meeting department and school-wide goals and in monitoring continuous school improvement using MICIP;
- Set up clear systems and structures to identify and provide additional support to at risk students based on student academic data that are below proficiency level;
- Seek out professional learning opportunities and collaborate with special education administrators and other support staff to become familiar with different types of disabilities and effective instructional practices that will help ensure student success and build understanding at the department level that each student's unique needs, regardless of their disability category must be addressed;
- Coach school teams to hold conversations with each other that incorporate the use of student learning performance as a driver for instruction;
- Develop, monitor, and maintain grade band PBIS and Behavioral intervention systems including Behavioral Intervention Plans;



- Work directly with Truancy Officers to monitor and evaluate the behavioral intervention framework and the truancy intervention framework and collaborate with stakeholders for the purpose of serving as a liaison and resource for development of dropout prevention, intervention and recovery support opportunities for students;
- Educate parents, students, and staff regarding compulsory attendance and truancy laws;
- Assist the School Leader and work collaboratively with the administrative team in implementing, monitoring, and supervising the School Year Cycle;
- Supervise and evaluate the effectiveness of the staff in a performance-based environment and frequently conduct informal and formal observations (of instruction, phone calls, and grading practices);
- Recruit, supervise and evaluate all school staff as required by the state;
- Understand the school budget and how to utilize the available resources successfully to meet the outlined goals of the assigned Department (Elementary, Middle, or High);
- Support school administration in managing the school's budget and various grants;
- Handle any student problems escalated by parents and teachers and maintain all Handbook Policies and state requirements in handling these matters;
- Respond to all Learning Coach/Caretaker inquiries within 24 hours, including responses in Webmail, email, telephone, and message board postings, as appropriate and document all interactions in user logs;
- Oversee the implementation and coordination of state standardized testing process, and ensure high student participation rates;
- Implement with fidelity the universal design for learning framework along with multi-tiered systems of support that encompass 1) school-wide positive behavior interventions and supports and 2) response to instruction and intervention;
- Oversee department goals and initiatives as assigned
- Attend and participate in Special Education and Section 504 Meetings as required;
- Assist the School Leader and Office Manager in record keeping, as needed;
- Communicate and support caretakers/Learning Coaches in successfully supporting their student in a state aligned curriculum that is accessed from home or any place where internet is accessible;
- Participate in student recruitment efforts including in-state trips, presentations, Q & A sessions and responding to the press;
- Support a robust "school community" through a program of in person field trips around the state and virtual activities;
- Be available to handle emergencies;
- All other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Director or Manager of MTSS
Reporting Relationship (the position's supervisor)	School Leader or Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Administrator Certification	All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
Qualifications	<ul style="list-style-type: none"> • Michigan residency preferred • Bachelor's and Master's Degree from a regionally accredited college/university required • Valid Michigan Teaching Certification with six years minimum of successful teaching experience with consistently strong student performance results. Virtual teaching experience preferred. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. • Three years of administrative or management experience preferred, charter school management a plus. • Michigan School Administration Certification • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families • Demonstrated ability to work effectively as part of a team • Working knowledge and experience working with a variety of assessments for grades K-12 • Experience using data to drive interventions, instruction and student outcomes • Experience leading adults • Proven track record supporting teaching staff, effectively managing their time and enabling them to achieve their goals • Strong written and verbal communication • Thrives in collaborative environment • Competent with Microsoft Excel and the Google Platform. • Ability to network and represent school in a positive manner • Passion for improving the education of diverse learners

Position Summary

The Director or Manager of MTSS will work collaboratively with the School Leader and leadership team to manage overall school operations, including leading staff, working with parents and students, and monitoring instruction. The Director or Manager of MTSS will work directly under the School Leader of Michigan Connections Academy and will ensure that the school operates in compliance with all Michigan and federal regulations. Please note that travel throughout the state of Michigan will be required throughout the school year.

The Director or Manager of MTSS will work collaboratively with the Director or Manager of Special Education and Principals, to make certain that the school is providing appropriate programs in the least restrictive environment for all students with special needs. Duties will include management and participation in pre-referral and IEP committee processes, maintenance of student data, communication with parents, collaboration with resident school districts throughout the state, and the following:

Position Summary and Description:

- Responsible for developing, leading, implementing, monitoring, and collaborating with other educators in school-wide integration of MTSS.
- Provide knowledge, guidance, and support to administrators, general and special education teachers and other professional staff for students with academic and behavioral challenges in the area of professional development, programming, and resources to increase student achievement.
- Supports the school in the implementation of MTSS procedures.
- Responsible for collaborating closely with administrators, educators, support staff, families, and students to establish and implement a tiered framework that uses data to meet the needs of all students through academic, behavioral, and SEL support.

Other key responsibilities include the following:

- Provide training, consultation, and support to administrators, teachers, and staff to facilitate implementation of a Multi-Tiered System of Supports (MTSS) using the Response to Intervention Framework (RTI)
- Works in conjunction with Leadership Team



- Creates/Directs MTSS process throughout the district
- Meets regularly with grade level teams throughout the district
- Monitors the fidelity of implementation of MTSS at the school level including the identification of students, delivery of Tier 1, 2, and 3 interventions, and progress monitoring;
- Coordinates MTSS/RTI staff development activities for school-based personnel
- Supervise and evaluate the effectiveness of the staff in a performance-based environment
- Attends professional development and MTSS meetings, as needed
- Work directly with Dean of Students to monitor and evaluate behavioral intervention framework and implementation of structures
- Identify at risk students based on student academic data that are below proficiency level.
- Assistance activities include observation and feedback, modeling, interpreting data and other supportive assistance necessary to implement a Multi-Tiered System of Supports
- Leads Grade Band MTSS Committees through regular meetings, data analysis, and documentation
- Regularly analyzes effectiveness of interventions to improve student learning and school performance and provides data to school leadership
- Conduct analysis on trends in student performance in the areas of academics and behavior outcomes.
- Ensure MTSS referrals for Special Education evaluation are strong and compliant with Bulletin 1508.
- Monitors process to ensure compliance and adherence to district procedures, state guidelines, and federal regulations
- Encourages and models skillful use of data to inform decision making
- Oversee and provide knowledge, guidance, coaching and support to administrators, general and special education teachers and other professional staff on MTSS implementation
- Communicate with identified stakeholders working on Data Teams, and Multi-disciplinary Teams to implement the MTSS model which includes identified approaches including RtI and PBIS
- Coach school teams; hold conversations with each other that incorporate the use of student learning performance as a driver for instruction and interventions.
- Knowledge of current research and national trends on MTSS.
- Knowledge of ESSA, Title I, and other Federal, State and Local laws and policies concerning the education of children.
- Knowledge of K-12 curriculum, instructional programs, teaching methodologies, and best practices.
- Knowledge of challenges facing large, diverse, urban school districts.
- Ability to handle sensitive and confidential information appropriately.

Provide direct services as follows:

- Develop and implement a sustained MTSS framework at Michigan Connections Academy
- Train and provide ongoing coaching to school leadership teams and teachers on the MTSS framework
- Analyze and utilize student and teacher data to guide data-based decision making and enhance direct instruction
- Review and update student codes of conduct
- Support teachers in identifying student needs and providing appropriate interventions
- Create and implement structures for collaboration across the teams, building level administrators, and teachers to ensure quality programming for students with academic and behavioral needs in accordance with the Charter Agreement and state and federal guidelines
- Lead the planning, implementation and evaluation of new programs and/or the modification of existing programs to meet the unique learning needs of students, including the development of additional pathways for student learning
- Identify and allocate resources based on programming needs
- Actively participate in the implementation of the school's vision for student achievement
- Facilitate communication and collaboration with various school departments, Pearson Virtual Schools departments, and other Academy stakeholders I,
- Plan and lead grade-level MTSS specific committee meetings. Communicate information to all staff and stakeholders
- Collaboratively work with colleagues and identified school personnel to develop and determine how best to track and house student data used as part of the problem solving/data team process in schools
- Research and coordinate the selection of instructional/program materials and resources associated with MTSS; oversee the process for adopting instructional materials.
- Conduct program reviews, develop new programs and/or courses, and revise MTSS frameworks as needed to align with National or State Framework changes. Inform administrators and teachers about changes

Qualifications:

- In addition to the expectations listed above, you will bring the following to our schools and students:
- Initiative & Persistence – Expect personal performance and team performance to be nothing short of the best. Has the drive and actions to set challenging goals and reach a high standard of performance despite barriers.
- Strategic thinking & Vision – Able to see and communicate the big picture in an inspiring way to peers, internal and external stakeholders.
- Developing Others – The ability to set clear expectations and to hold others accountable for performance.



- Collaboration – Seeks to establish positive, collaborative relationships and values all voices and appreciates the strengths of others.
- Work ethic – Possesses a strong willingness to work hard and produce significant output.
- Organization – Plans, organizes, and schedules in an efficient, productive manner to focus on key priorities.
- Analytical – Determines opportunities and trends through comprehensive analysis of current student performance trends.
- Constant Learning – Often solicits feedback and reacts calmly to criticism or negative feedback.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Graduation Coach / College and Career Readiness Specialist
Reporting Relationship (the position's supervisor)	School Leader, Principal, Assistant Principal, or Director or Manager of Counseling
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Counselor or Teacher Certification	As applicable, and except as otherwise provided by law, the Academy shall use certificated counselors and teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Bachelor's Degree from a regionally accredited college/university required/Master's Degree preferred • Meet the requirements established by the Michigan Department of Education for guidance counselors • Michigan Residency Preferred • Strong leadership qualities and a commitment to goal-directed management and accountability • Excellent communication skills, both oral and written • Knowledge of Professional Learning Communities • Customer-focused approach • Flexible, ability to transition from task to task quickly • Demonstrated ability to work well in fast-paced environment • Team player • Technologically proficient (especially with Microsoft Office products and Google Suite) • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary

The Graduation Coach/College and Career Readiness Specialist will work with the school's leadership team to support the mission and operations to help students successfully complete high school. They will assist students and parents in understanding and meeting graduation requirements, course selection and scheduling, career pathway planning and completion, and crisis intervention. They will support the framework of educational and career continuum programs of the school with special emphasis on the management of the CTE internship placement program. The Graduation Coach/College and Career Readiness will become an expert on the state's course requirements, academic planning, and career pathways required to earn a diploma and certifications in the state. The Graduation Coach/College and Career Readiness will work to improve graduation rates for all population subgroups within the school.

Responsibilities

The Graduation Coach/College and Career Readiness will work under MICA's Director or Manager of School Counseling to improve graduation rates for all population subgroups within the school by performing the following duties and responsibilities:

- Identify and monitor at-risk students who are not on track to graduate.
- Build a culture of post-secondary planning which includes but is not limited to college, trade school and workforce preparation.
- Develop, implement, and monitor appropriate strategies to reduce behaviors that put students at risk of not graduating on time from high school.
- Train school staff in appropriate strategies to reduce behaviors that put students at risk of not graduating on time from high school.
- Analyze, develop, implement, and track Graduation Recovery Plans and strategies.
- Maintain a Senior Homeroom and establish clear strategies to engage seniors in building a sense of community and belonging at Michigan Connections Academy.
- Understand the multiplicity of social services available in the community to support students at risk of not graduating and take an active role in building community partnerships to meet student needs.
- Develop Community Partnerships specific to Michigan post-secondary planning to include MICA in all available resources (such as Michigan College Access Network, GLLANs, MRS, Skilled Trades Programs, etc.);
- Coordinate and support school staff in the implementation of the Career Advisory program for students;
- Assist the leadership team in monitoring the execution of special programs related to career awareness, exploration and preparation that include but are not limited to the initiation and maintenance of student educational development plans



(EDPs) by use of the Xello platform, as well as organizing college visits and/or other postsecondary institutions to broaden exposure;

- Keep abreast of all high school graduation requirements as they relate to career pathways;
- Assist in the development and daily operations of the CTE Internship Program and Dual Enrollment Program for MICA students;
- In partnership with the leadership team, monitor and develop strategies to assist with late-enrolling high school students to provide guidance on successfully integrating the students into their coursework;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards;
- Keep current on community resources vital to meeting the needs of students in distress, making them available to school teams and to families as needed;
- Work with school staff to identify students who are at risk or in crisis;
- Counsel families through the school withdrawal process, assisting with data collection regarding withdrawal; and
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Student Advisor
Reporting Relationship (the position's supervisor)	School Leader, Principal, or Assistant Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Michigan teacher certification preferred but not required per MDE • Michigan Residency preferred • Strong technology skills (especially with Microsoft Office products and Google Suite) • Excellent communication skills, both oral and written • Highly organized and punctual • Student and family focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced environment • Team player track record • Strong interpersonal skills which include the ability to work effectively with students, parents, staff, and community members from diverse backgrounds. • Travel to and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel. • Ability to work some occasional evening hours, as needed to support some families • Ability to work remotely, if necessary

Position Summary and Responsibilities

The Student Advisor will virtually assist students and parents/learning coaches with course selection, scheduling and will be the initial point of contact for student concerns that span multiple subject areas as well as non-academic issues. The Student Advisor will become an expert on course and credit requirements and will work with the School Counselor to establish counseling processes for middle school and high school students. The Student Advisor will be responsible for the successful completion of the following tasks:

- Make Welcome Calls to new students and keep grade level teachers informed when new students are enrolled into their courses;
- Monitor grade level escalation, including contacts and participation.
- Monitor attendance, including communicating with caretaker regarding attendance expectations, and making attendance adjustments as necessary;
- Advise students and families related to academics, career planning and graduation;
- Assist students and parents with school course selection process according to specific state credit and graduation requirements and student needs and interests. An integral part of this process is assisting students and parents to develop a Four-Year Plan for meeting graduation requirements;
- Advise students with issues related to dropping courses and changing schedules, seeking support as needed, while ensuring that the school's course selection and drop policies are adhered to;
- Work with the administrative assistants to obtain school records from the student's previous school (where applicable) and forwarding student records when appropriate;
- Work with school teams to identify and help families access school and community resources;
- Monitor truancy for assigned grade level;
- Assist with Academic Plans;
- Implement programs for students and families related to interpersonal adjustment issues;
- Participate in the development of crisis prevention and management plans for the school and serve as a key member of the Student Support Team (SST);
- Help identify students who are "at risk" or "in crisis"; Act as the main point of contact for these students and families, communicating regularly with them;
- Oversee and maintain the Personal Learning Plan (PLP) for each student;
- Implement efforts to secure complete and accurate records for Academy students;
- Support families through the school withdrawal process, assisting with data collection regarding withdrawal;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards. Stay abreast of all state regulations relating to incident reporting and documentation;
- Assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;



- Advise students and families related to academics, career planning and graduation;
- Support professional development activities for teachers and school staff members;
- Assist with proctoring for required state tests. Monitor state testing participation for assigned grade level. Assist with student contacts/confirmation regarding state testing;
- Other duties as assigned

Form Prepared by:

Name:

Title:

Date:

Title of Position	Adjunct Teacher
Reporting Relationship (the position's supervisor)	School Leader, Principal, or Assistant Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule • Strong technology skills (especially with Microsoft OS and MS Office) • Excellent communication skills, both oral and written • Customer focused approach • High degree of flexibility • Demonstrated ability to work well in fast paced environment • Team player track record • Experience with online instruction is a plus • Must own a computer with high speed Internet access • Must maintain posted office hours for at least 3 hours per week on two separate weekdays between the hours of 9 am and 5 pm • Complete required orientation and training programs at the beginning of the school year. • May be required to attend training and/or meetings at the school office throughout the school year (frequency dependent on proximity to office) • Comply with all provisions of the Educational School Services Work At-Home Policy.

Position Summary and Responsibilities

The Adjunct Teacher will virtually manage subject-specific instructional programs. Compensation will be based on the specific course workload and number of enrolled students. The teacher will be responsible for monitoring progress, evaluating work, running online instructional/tutorial sessions, providing academic guidance, and being the subject-matter expert for a caseload of students. The Adjunct Teacher must be able to complete work-related responsibilities through a combination of regular office hours during the school day in conjunction with hours scheduled outside the normal school day. Through use of the telephone, Internet and various curriculum tools, the adjunct teacher will consult regularly with learning coaches and students to ensure that each child successfully completes his/her instructional program. The adjunct teacher will report to a member of the school's leadership team.

The Adjunct Teacher will be responsible for the successful completion of the following tasks:

- Communicate with parents/learning coaches, students and other teachers via the phone, WebMail, asynchronous discussions, and synchronous "conferencing";
- Instruct students, monitor student work, provide feedback, and suggest instructional approaches and strategies;
- Monitor completion of assignments in the given subject area;
- Score assessments and projects in the given subject area;
- Communicate with Student Advisors and school counselors; report student issues and coordinate communication schedules;
- Conduct online tutorial and instructional sessions for students (utilizing online conferencing software);
- Develop a very detailed knowledge of the curriculum for which responsible (subject expert);
- Provide struggling students (and parents) with alternate strategies and additional assistance;
- Complete all required training sessions throughout the year;
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	State Testing Coordinator
Reporting Relationship (the position's supervisor)	School Leader, Principal, Assistant Principal, or Manager of Student Accountability
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Valid Michigan Teaching Certification • Michigan Residency Required • Ability to travel to the school office in East Lansing regularly • Ability to travel to various testing locations throughout the school year, as required. This may require overnight travel. • Travel to and attendance at in-person events, as determined by the school. • Must be able to provide own transportation to schools, work locations, and meeting sites. • Ability to work well in a team setting. • Ability to prioritize tasks and to work effectively with minimal supervision. • Flexibility and a strong commitment to getting the job done, especially in the face of deadlines in the busy testing seasons. • Strong organizational and proofreading skills, with attention to detail. • Ability to follow-up on task commitments and give updates as needed. • Ability to work efficiently under pressure and meet deadlines, while maintaining courtesy and professionalism. • Ability to lift up to 25 lbs. unassisted

Position Summary and Responsibilities

The State Testing Coordinator's functions include managing, organizing, and collaborating with the administration team to provide safe, secure and confidential testing environments. This position's duties will extend beyond test coordination and will also include working with teachers to better analyze data and provide specific training. This is a 10-month, full-time position. The State Testing Coordinator will be responsible for the successful completion of the following tasks:

- Manage and organize all aspects of standardized testing, including State Testing, English Language assessments, Competency Testing, Advanced Placement testing, ACT/PSAT/SAT testing, among others;
- Work collaboratively with diverse staff in the planning, organization, and execution of testing for the school, including Director or Manager of Counseling, Director or Manager of Special Education, Office Manager, and Leadership Team;
- Direct a team of teachers to assist in planning and organizing testing;
- Solicit and tabulate information regarding testing materials and needs for the school for the purpose of assisting in the preparation of the annual testing budget process;
- Receive, inventory, organize, and disseminate state-mandated tests; retrieve and organize test materials for return to state testing agencies;
- Prepare and arrange for shipment or pickup and retrieval of testing materials to and from test sites;
- Order, organize, store, and inventory school wide assessment materials as directed;
- Communicates often with parents and teachers to coordinate student success in and out of classroom;
- Organize standardized testing, focusing on finding and booking venues, teacher and student accommodations, managing schedule for the testing, making rosters of students testing for teachers' information, etc.;
- Create communication plan that includes timely notifications and organizes relevant information to be shared with staff and parents;
- Assist in notifying parents of upcoming testing, contacting students who must take various types of tests;
- Create a plan to track registration and provide follow up actions to encourage completion;
- Track and address participation issues including parent refusal requests;
- Create plan to work with site leads and facilitate their communication with proctors and parents including regular meetings and communications;
- Coordinate with Pearson Virtual Schools to order needed technology, make distribution plan for sites, and monitor and adjust as needed;
- Coordinate and initiate contracts with outside school districts to organize testing at local school district upon parent request;
- Provide school-wide as well as role-specific training covering all aspects of state testing;
- Assist with preparation and dissemination of reports to assist leadership and staff in the interpretation of performance data and school/student characteristics;



- Assist with preparation of test data, School Report Card or other school data; and
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Dean of Students
Reporting Relationship (the position's supervisor)	School Leader, Principal, or Assistant Principal
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Teacher Certification	Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
Qualifications	<ul style="list-style-type: none"> • Qualified and certified to teach in Michigan • Minimum 3 years teaching experience in a secondary school setting preferred • Strong Knowledge of state laws regarding truancy for school age minors and how to file charges in jurisdictions across the state of Michigan • Strong knowledge of MICA's attendance reporting and truancy policies, as well as the MICA escalation system • Ability to multi-task, and a logical mind to assess, filter, organize, and work with data • Excellent communication skills, both oral and written • Ability to explain information and concepts clearly and concisely, with confidence, and to defend position, when challenged • Ability to communicate tactfully and frankly with high risk students and families • Finesse and grace to work through tough conversations with people who are sometimes upset and confrontational • Ability to build positive relationships and educate courts across Michigan about attendance and truancy in a cyber school • Travel and attendance at in-person events, including State Testing is required throughout the school year, as determined by the school. This may require overnight travel • Ability to work some occasional evening hours, as needed to support some families

Position Summary

The Dean of Students will develop positive relationships with students and families while working collaboratively with our partner school districts. The Dean of Students will work directly under building principals and will ensure that the school operates in compliance with all Michigan and federal regulations. Please note that travel throughout the state of Michigan may be required during the school year.

The Dean of Students will work collaboratively with the school leadership team to make certain that the school is providing adequate support for students while ensuring they are engaged in school programming. Duties will include attending IEP meetings to share relevant information regarding student behavior and escalation, maintenance of student data, communication with parents, collaboration with resident school districts throughout the state, and the following:

Responsibilities

- In partnership with the leadership team, develop, lead, implement, and monitor a school-wide integration of positive behavioral intervention systems
- Coordinate the student escalation process and work collaboratively with building staff to ensure students, caretakers, and learning coaches are completing program requirements;
- Work in conjunction with the leadership team and truancy officers to engage students in the learning process as required by the school district;
- Effectively manages student discipline issues in partnership with the leadership team
- Collaborate with counselors, teachers, and building leadership to develop and implement effective positive behavioral intervention systems and strategies, assist with student issues, and coordinate available services.
- Communicates with parents through a variety of means; holds conferences as needed to discuss individual student's progress and school programs; coordinates parent activities.
- Maintains and periodically reviews student discipline records.
- Responsible for providing engagement and behavioral intervention services to students at risk, including whole groups, small groups or one-on-one with students.
- Works with administrative staff to maintain school discipline plans.
- Fosters an environment conducive to learning.
- Communicates effectively with the educational community, parents, and supplemental agencies, as necessary.
- Follows rules, policies and procedures as specified.
- Trains and provides teachers information around classroom management strategies and discipline procedures.
- Assists the leadership team with professional development activities.



- Communicates with administrators in the identification of any particular needs of the students.
- Gathers appropriate data to demonstrate accomplishments of the annual objectives and elements of the job description.
- Routinely analyze student, class, grade level, and building data to drive instruction, student growth, and professional development to ensure that all student needs are met;
- Promote, model, and reinforce all of Pearson and MICA procedures and policies
- Manage caretaker and learning coach relationships to ensure a positive experience is maintained for students, while also addressing concerns they may have;
- Identify and support students struggling with poor attendance and disciplinary infractions.
- Help resolve problems that impede student learning
- Work collaboratively with student support teams and administration to plan individual, school and/or system-wide programs to promote a positive and caring school culture for students and teachers
- Act in accordance with federal, state, and local laws, statutes, and/or policies that relate to students and families and consult with school personnel to ensure compliance in those areas.
- Collaborate with resident school districts to schedule and participate in IEP committee during open enrollment periods to determine if virtual education would be appropriate program to meet student's needs;
- Communicate and consult with teachers and learning coaches regarding the instructional program for gifted students, students with disabilities, and students with 504 plans
- Develop a working knowledge of MICA's curriculum options, and how they can be adapted and implemented to meet specific student needs.
- Any other tasks designated by building administration

Form Prepared by:

Name:

Title:

Date:

Title of Position	State Testing Proctor / Hall Monitor
Reporting Relationship (the position's supervisor)	School Leader, Principal, Assistant Principal, or Director or Manager of Business Services
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Ability to work during typical business hours 7am - 5pm • Must pass or have already passed an FBI/BCI background check • Prior experience proctoring standardized testing preferred • Some college credits preferred • Ability to be on your feet for 8 hours per day • Ability to read provided test directions to students

Position Summary and Responsibilities

The State Testing Proctor/Hall Monitor will be responsible for the successful completion of the following tasks:

- Complete required training on test security and administration;
- Administer or proctor testing to a small group of students;
- Assist with proctoring tests to a large group of students;
- Ensure all testing security measures are followed accurately;
- Monitor environmental conditions and keep them within established guidelines;
- Maintain provided supplies and materials;
- Set up tables, chairs, and computer lab;
- Provide and maintain a safe and orderly testing environment;
- High degree of flexibility, and
- Other duties as assigned

*Locations may vary based on assignment.

Form Prepared by:

Name:

Title:

Date:

Title of Position	Manager of Student Accountability
Reporting Relationship (the positions' supervisor)	School Leader, Principal, Assistant Principal, or Director or Manager of Business Services
Name of Employer	Pearson Virtual Schools
Criminal Background Check Requirement	Criminal history record information verification required
Qualifications	<ul style="list-style-type: none"> • Bachelor's Degree from a regionally accredited college/university required; Masters' degree preferred • Michigan Residency Required • Ability to work at or travel to the school office regularly • Ability to travel to various testing locations throughout the school year, as required. This may require overnight travel. • Travel to and attendance at in-person events, as determined by the school. • Must be able to provide own transportation to schools, work locations, and meeting sites. • Ability to work well in a team setting. • Ability to prioritize tasks and to work effectively with minimal supervision. • Flexibility and a strong commitment to getting the job done, especially in the face of deadlines in the busy testing seasons. • Strong organizational and proofreading skills, with attention to detail. • Ability to follow-up on task commitments and give updates as needed. • Ability to work efficiently under pressure and meet deadlines, while maintaining courtesy and professionalism. • Ability to lift up to 25 lbs. unassisted.

Position Summary and Responsibilities

The Manager of Student Accountability will manage, organize, and collaborate with the leadership team to provide safe, secure, and confidential testing environments. The Manager of Student Accountability will be responsible for specific components of the schools' business, financial, and compliance functions and will help manage many of the site-based, non-academic school operations. Additionally, this individual may serve as a primary point of contact between the school and key centralized service centers at Pearson Virtual Schools. This is a 12-month, full-time administrative position. The Manager of Student Accountability will be responsible for the successful completion of the following tasks:

- Manage and organize all aspects of standardized testing, including State Testing, English Language Assessments, Competency Testing, Advanced Placement testing, ACT/PSAT/SAT testing, among others;
- Work collaboratively as a member of the Leadership Team with diverse staff in the planning, organization, and execution of testing for the school, including Director or Manager of Counseling, Director or Manager of Special Education, Office Manager, and Principals;
- Oversee State Reporting, Audits, and Charter Authorization reports;
- Oversee population of schools' respective student information systems by monitoring data for inconsistencies, researching inconsistencies and developing plans for correction and future prevention;
- Work with Pearson Virtual School staff, school leadership and school-based data personnel to ensure timely, accurate, and complete reporting to all external entities (federal, state, authorizer, etc.);
- Monitor regulatory compliance and support preparation for audits in collaboration with the Leadership Team and Pearson Virtual School Staff, as well as function as lead person for school audits;
- Support the Leadership Team in the development, implementation, and monitoring of Count Day procedures and reporting to insure maximum school funding and legal compliance;
- Direct a team of teachers to assist in planning and organizing testing;
- Solicit and tabulate information regarding testing materials and needs for the school for the purpose of assisting in the preparation of the annual testing budget process;
- Receive, inventory, organize, and disseminate state-mandated tests; retrieve and organize test materials for return to state testing agencies;
- Prepare and arrange for shipment or pickup and retrieval of testing materials to and from test sites;
- Order, organize, store, and inventory school wide assessment materials as directed;
- Communicates often with parents and teachers to coordinate student success in and out of classroom;
- Organize standardized testing, focusing on finding and booking venues, teacher and student accommodations, managing schedule for the testing, making rosters of students testing for teachers' information, etc.;



- Create communication plan that includes timely notifications and organizes relevant information to be shared with staff and parents;
- Assist in notifying parents of upcoming testing, contacting students who must take various types of tests;
- Create a plan to track registration and provide follow up actions to encourage completion;
- Track and address participation issues including parent refusal requests;
- Create plan to work with site leads and facilitate their communication with proctors and parents including regular meetings and communications;
- Coordinate with Pearson Virtual Schools to order needed technology, make distribution plan for sites, and monitor and adjust as needed;
- Coordinate and initiate contracts with outside school districts to organize testing at local school district upon parent request;
- Provide school-wide as well as role-specific training covering all aspects of state testing;
- Assist with preparation and dissemination of reports to assist leadership and staff in the interpretation of performance data and school/student characteristics;
- Assist with preparation of test data, School Report Card or other school data; and
- Stay current on the state's policies, procedures and legislation;
- Other duties as assigned.

Form Prepared by:

Name:

Title:

Date:

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL FACILITIES ACKNOWLEDGEMENT

Please review Tab C6 in your current Charter Contract, Physical Plant Descriptions (if applicable). If there is any missing material for any listed campuses or new campuses, please submit that in Epicenter along this form.

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)]. Please collect and provide the following information for each separate physical facility.

2. Description and Address of Academy

Description: Michigan Connections Academy

Address: 3950 Heritage Avenue, Suite 100, Okemos, MI 48864

Name of Local School District: N/A

Name of Intermediate School District: Ingham Intermediate School District

3. It is acknowledged and agreed that the following information about this site is provided on the following pages, and must be provided to the satisfaction of the University Board to continue to operate as a public school in this state:
 - A. Size of building – 13,000 Square Feet
 - B. Floor plan – attached
 - C. Description of rooms – Offices, Live Lesson Rooms, Conference Rooms, Storage Rooms, Open Office Area, Kitchen
 - D. Copy of lease or purchase agreement – attached
 - E. Name of local school district in which school is located – N/A
 - F. Name of intermediate school district in which school is located – Ingham Intermediate School District



1001 Fleet Street | 5th Floor | Baltimore, MD 21202
T: 800.382.6010 | F: 443.529.1200
www.connectionseducation.com

FACILITY INFORMATION:

MICHIGAN CONNECTIONS ACADEMY

3950 HERITAGE AVE

OKEMOS, MI 48864

DRAFTS

NO.	DATE	DESCRIPTION
1	24 JAN 2013	ORIGINAL
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-

DRAWN BY:

N. ALLGAUER

SHEET TITLE:

FLOOR PLAN

NOTES:

PROPOSED

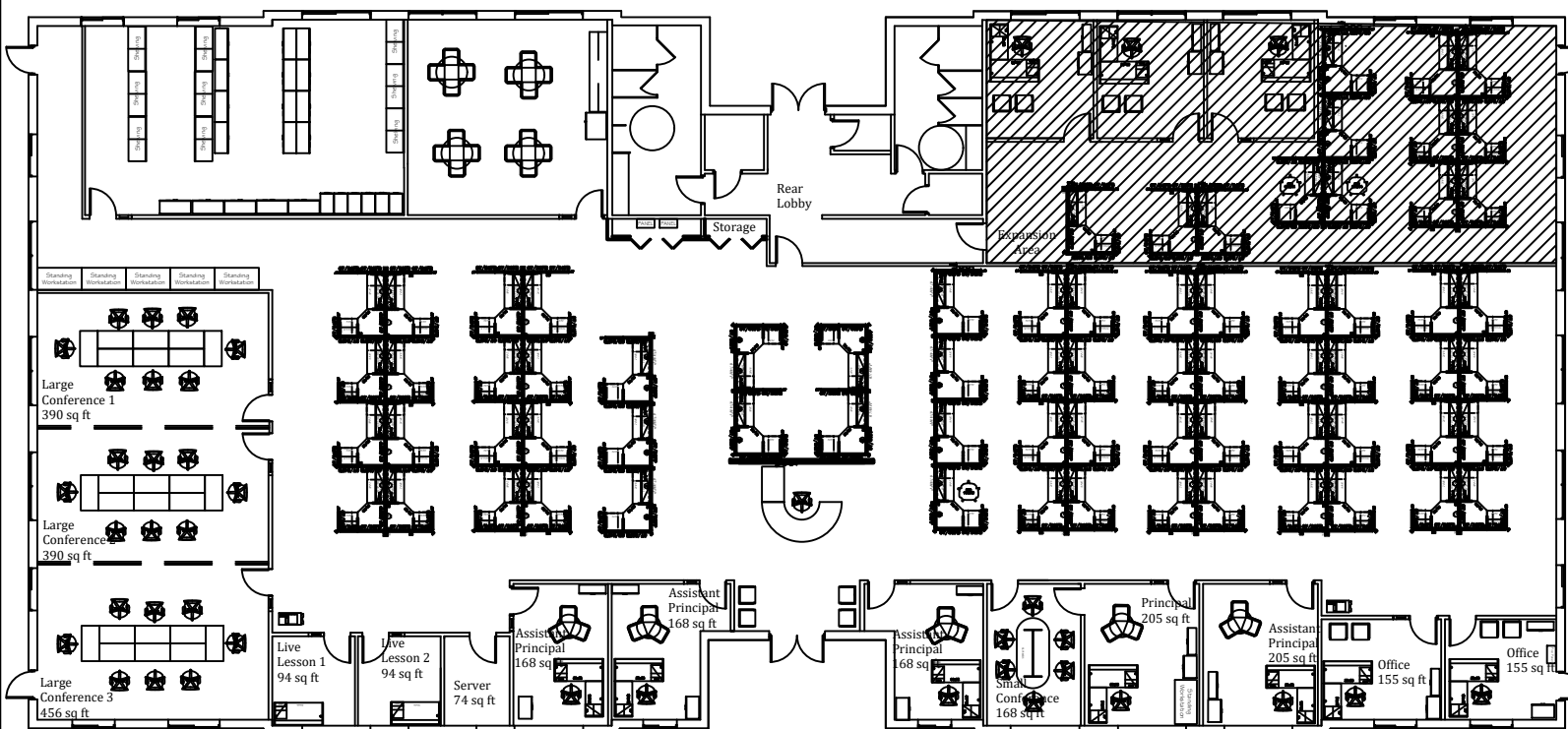
NOTES:

SIZE:
8.5 x 11

SCALE:
NOT TO SCALE

DRAWING NUMBER:

FP-1



Total Space:
10,393 sq ft

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL

Required Information for School of Excellence that is a Cyber School. This Schedule contains information required by Parts 6E of the Michigan School Code. Every School of Excellence that is a Cyber School contract shall include the information contained in this Schedule 7.

Section a. Governance Structure of School of Excellence. 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

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

Adopted:

Revised: January 31, 2025

GOVERNANCE STRUCTURE

The Academy is a body corporate and is not a division or part of the University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

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. Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure. Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interests and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of the Terms and Conditions of this Contract.

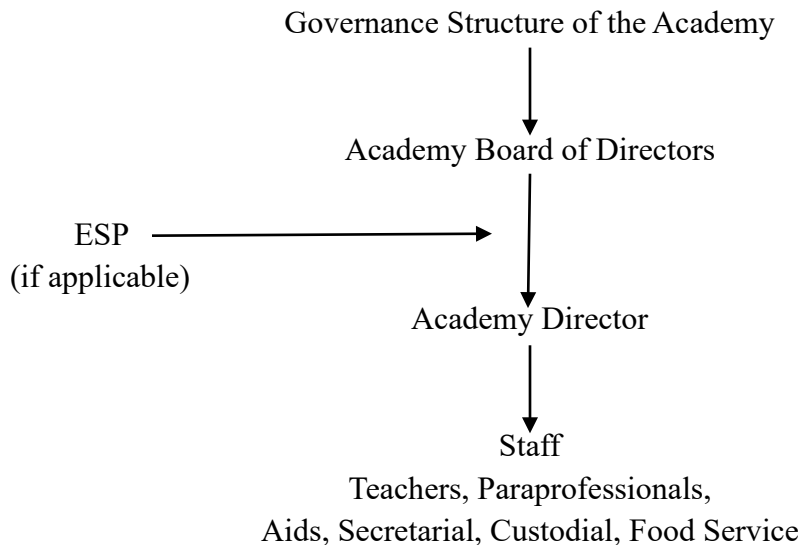
The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation, and prerequisite qualifications for and other matters pertaining to members of the Academy Board shall comply with the Resolution adopted by the 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.

Pursuant to applicable law and the Terms and Conditions of this Contract, including Article III, Section 3.6, the Academy Board may employ or contract for personnel according to the position information outlined in Schedule 5. 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, provided that before entering into an agreement with an ESP or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the CSO. 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 GOALS AND PROGRAMS

Charter Schools Office Policy

Adopted: 2010

Revised: April 2025

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: ≥ 70 Meets: ≥ 50 but < 70 Approaching: ≥ 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: ≥ 70 th Percentile Meets: ≥ 50 th but < 70 th Percentile Approaching: ≥ 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.

** Or a similar benchmark from an FSU CSO-approved, nationally normed assessment.

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: ≥ 70 Meets: ≥ 45 but < 70 Approaching: ≥ 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: ≤ 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.

** Or a similar benchmark from an FSU CSO-approved, nationally normed assessment.

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: ≤ 0
Are students performing well on state examinations in relation to a benchmark standard?		
Target	Measure	Metric
Math: 40% EBRW: 50%	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: 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 9th-12th 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.

Michigan Connections Academy is a School of Excellence that is a cyber-school. A complete description of the curriculum is on file at the Academy and at Ferris State University Charter Schools Office. The curriculum may also be viewed at the following link:

<https://www.connectionsacademy.com/michigan-virtual-school/academics/curriculum/>

Michigan Connections Academy 25-26 Curriculum

Access to the Academy's Curriculum Documents: [MICA SY25-26 Curriculum Documents](#)

The Academy will use the following curriculum:

Elementary and Middle School (K-8) Curriculum

Students in grades K-5 will be enrolled as elementary school students, and students in grades 6- 8 will be enrolled as middle school students. The program of instruction for students in grades K-8 can be individualized, personalized, and delivered in a non-traditional environment to give students the best pathways to success. Michigan-certified teachers will create and deliver a personalized elementary and middle school curriculum which will be tailored to best meet the needs of their students.

We provide an overall description of the curriculum provided by Pearson Virtual Schools (PVS). However, the exact courses offered may vary each year (with the anticipation of expanding offerings) and depend on the number of students enrolled, the grade levels of enrolled students, the number of staff hired meeting educational, operational, and financial requirements and priorities. Although students in a full-time cyber school have flexibility in their daily schedules, elementary and middle school students will take a minimum of six courses per year. The following lessons will be scheduled on a weekly basis for students in grade levels K-8. In addition to lessons, students will have the opportunity to participate in nationally facilitated nonacademic and extracurricular clubs and activities on a weekly basis.

Kindergarten-Grade 5:

- Language Arts, 5 lessons per week
- Mathematics, 5 lessons per week
- Social Studies, 3 to 4 lessons per week
- Science, 3 to 4 lessons per week
- Physical Education, 1 lesson per week, with activities for daily physical activity
- Fine Arts, Technology, Career Readiness, or Other Electives: 1 to 2 lessons per week

Grades 6-8:

- Language Arts, 5 lessons per week
- Mathematics, 5 lessons per week
- Social Studies, 3 to 5 lessons per week
- Science, 4 to 5 lessons per week
- Physical Education & Health, 1 lesson per week, with activities for daily physical activity
- Fine Arts, Technology, Career Readiness, or Other Electives: 1 to 2 lessons per week

Michigan Connections Academy uses high-quality proprietary curriculum, integrated textbooks, instructional activities, and other content from a variety of leading publishers as well as technology-based content. Michigan Connections Academy uses a variety of multimedia and interactive practices to reinforce standards for language arts and math at each grade level. The proprietary and highly effective online animated tutorials, which introduce challenging topics and provide interactive practice, are also included along with proprietary interactive online tools and simulations, including a virtual rock and mineral kit, pan balance, geoboard, and interactive math practice activities. LiveLesson sessions, which provides real-time direct instruction with individual and small groups of students using voice-over IP, electronic whiteboard, and shared web surfing, allow teachers and students to interact with one another

in real time in a virtual classroom. In addition, LiveLesson sessions may be recorded and saved for students to revisit later if they missed them or want to refresh themselves on the topics covered.

World language instruction is available for students in grades 6-8. Advanced middle school students (typically grade 8) may also have the option to take high school level world language courses. Language courses integrate proven-effective online materials with a unique audio recording tool that allows teachers to hear and grade actual student speech. In addition to world language courses, eligible middle school students may take high school courses in math, English language arts, social studies, science, and appropriate electives and will earn high school credit pending successful completion of the course.

Michigan Connections Academy focuses on developing and nurturing a culture of math acceptance and empowerment. With a focus on student engagement, activities and practice work to create an awareness of and appreciation for math in students' everyday lives; make math more approachable for students, caretakers, and teachers; build pride and confidence in math effort and achievements; and make math connections with college and career planning.

In Figure 1, we include the titles of courses being offered for students in grades K-8 for the 2025-2026 school year.

Figure 1. Elementary and Middle School Course List

Middle School (6-8) Course List	
Language Arts	Math
Language Arts (A & B) K, 1, 2, 3, 4, 5, 6, 7, 8 Gifted and Talented Language Arts (A & B) 3, 4, 5, 6, 7, 8	Math (A & B) K, 1, 2, 3, 4, 5, 6, 7, 8
Science	Social Studies
Science (A & B) 6, 7 Gifted and Talented Science (A & B) 3, 4, 5, 6, 7 Earth Science (A & B)	Social Studies (A & B) K, 1, 2, 4, 5, 6, 7, 8 Michigan State History 3
Technology	Health and Physical Education
Educational Technology and Online Learning K, 1, 2, 3, 4, 5, 6, 7, 8	Physical Education K, 1, 2, 3, 4, 5 Health and Physical Education 6, 7, 8
Art	Additional Elective Courses
Art (A & B) K, 1, 2, 3, 4, 5, 6, 7, 8	Middle School Spanish (I & II) Middle School Sign Language (I and II) Home Life MS Mathematics – Independent Study A & B (IXL) MS English and Language Lit – Independent Study A & B (IXL)

High School Curriculum

Michigan Connections Academy provides a balanced, challenging high school experience focused on students pursuing paths that lead to success, whether via college or an immediate career choice. A student's personalized path is monitored along the way by the student, caretakers, teachers, and their school counselor. Michigan Connections Academy provides a comprehensive program with four levels of academic coursework aligned to Michigan Academic Standards: Credit Recovery, Standard, Honors, and Advanced Placement® (AP). While all levels are designed to meet standards and provide students with a rigorous curriculum, the four levels enable differentiation based on student needs and college and career goals. Students work with an academic placement advisor or their school counselor to determine appropriate course level placement. Michigan-certified teachers create and deliver a personalized high school curriculum which will be tailored to best meet the needs of their students.

The proposed high school curriculum includes a wide variety of electives and intensive world language instruction. Courses continue to be added to the catalog as they become available. In addition, to ensure students have robust electives offering, Michigan Connections Academy partners with Michigan Virtual to provide additional courses for students to choose from, as needed.

The high school model includes both teacher- and student- directed instruction, with feedback and support through asynchronous and synchronous e-learning tools. The high school curriculum integrates digital versions of textbooks from major publishers with enhanced multimedia, interactive materials and resources, discussions, and communication/conferencing tools. In addition, students have offline assignments, projects, novels, and practice work.

High school courses include extensive use of tutorials to engage students with the concepts and ideas they need to complete the lessons. Courses incorporate graded asynchronous online discussions which are required for all students. They create opportunities for collaboration and interaction among students, increase problem solving skills, and provide opportunities for a "real-world" audience. The high school model also includes a host of services and procedures to address credits, transcripts, and counseling. It is important for students to start early planning for graduation and post-secondary education or employment. Without early planning, students run the risk of missing crucial courses and negatively impacting their plans or aspirations.

An Advanced Placement® (AP) program is available for high school students. Students in grades 11 and 12 will also have access to Post Secondary Enrollment Options (PSEO). By enrolling in these demanding courses, students demonstrate their commitment to college-prep-level education, which may give them a competitive advantage during the college application process.

In Figure 2, we include the titles of courses being offered for students in grades 9-12 for the 2025-2026 school year.

Figure 2. High School Course List

High School (9-12) Course List			
English	Math	Science	History

<ul style="list-style-type: none"> English 9 (A & B) English 10 (A & B) English 11 (A & B) English 12 (A & B) Honors English 9 (A & B) Honors English 10 (A & B) Honors English 11 (A & B) Honors English 12 (A & B) Reading and Writing for Purpose Journalism 1 (A & B) Credit Recovery English 9 (A & B) Credit Recovery English 10 (A & B) Credit Recovery English 11 (A & B) Credit Recovery English 12 (A & B) AP English Language & Composition (A & B) AP English Literature & Composition (A & B) 	<ul style="list-style-type: none"> Algebra 1 (A& B) Algebra 2 (A& B) Geometry (A & B) Precalculus (A & B) Honors Algebra 1 (A& B) Honors Algebra 2 (A& B) Honors Geometry (A & B) Honors Precalculus (A & B) Credit Recovery Pre-Algebra (A & B) Credit Recovery Algebra 1 (A & B) Credit Recovery Algebra 2 (A & B) Credit Recovery Geometry (A & B) AP Calculus AB (A & B) AP Statistics (A & B) Consumer Math (A & B) Algebra with Statistics Algebra with Finance Explorations in Mathematics (A & B) 	<ul style="list-style-type: none"> Anatomy & Physiology (A & B) Biology (A & B) Earth Science (A & B) Environmental Science (A & B) Marine Science 1 (A & B) Astronomy 1 (A & B) Chemistry (A & B) Physics (A & B) Honors Biology (A & B) Honors Chemistry (A & B) Honors Marine Science 1 (A & B) Honors Astronomy 1 (A & B) Credit Recovery Biology (A & B) Credit Recovery Chemistry (A & B) Credit Recovery Earth Science (A & B) Credit Recovery Physical Science (A & B) AP Biology (A & B) AP Environmental Science (A & B) 	<ul style="list-style-type: none"> World History (A & B) United States History (A & B) Economics with Personal Finance Personal Finance* American Government Geography and Society Social Problems 1 & 2 Psychology (A & B) Black History in America (A & B) Honors American Government Honors Economics with Personal Finance Honors World History (A & B) Honors United States History (A & B) Credit Recovery American Government Credit Recovery Economics Credit Recovery United States History (A & B) Credit Recovery World History A & B AP United States History (A & B) AP United States Government & Politics AP Macroeconomics AP Microeconomics AP Psychology AP Human Geography (A & B)
Health and Physical Education	World Languages	Applied Arts	Other, Other Career Technical, Technology
<ul style="list-style-type: none"> High School Health Personal Fitness* Physical Education Health and Physical Education (A & B)* 	<ul style="list-style-type: none"> French I, II, III, IV (A & B) German I, II, III (A & B) Japanese I, II (A & B) Spanish I, II, III, IV (A & B) Honors Spanish I, II (A & B) Sign Language I, II, III (A&B) AP Spanish Language (A & B) 	<ul style="list-style-type: none"> Digital Photography I A & B Introduction to Drawing Game Design I A/B Animation 1 (A & B) 	<ul style="list-style-type: none"> AP Computer Science Principles (A & B) Character Education (Life Skills) Speech & Debate Creative Writing Public Speaking (A & B) Art in World Cultures (A & B) Business Communications 1 (A & B) Careers in Criminal Justice (A & B) Coding 1 (A & B) Computing for College and Careers 1 (A & B) Career Planning and Skill Development Early Childhood Education 1 (A & B)

			<ul style="list-style-type: none"> • Entrepreneurship 1 (A & B) • Learning in a Digital World • Marketing Foundations 1 (A & B) • Medical Terminology 1 (A & B) • Principles of Business, Marketing, and Finance 1 (A & B) • Principles of Public Service (A & B) • Sports Management
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Michigan Cyber Schools

The original cyber school application for the academy required the provider to complete the full iNACOL¹ self-rating report. As part of the charter contract reauthorization process, the MDE has extrapolated the following sections for the academy and vendor to review and complete in order to highlight successes and self-identify potential opportunities for improvement.

Introduction

The mission of the International Association for K-12 Online Learning, iNACOL², is to ensure all students have access to a world-class education and quality online learning opportunities that prepare them for a lifetime of success.

This document, the International Association for K-12 Online Learning's (iNACOL) [*National Standards for Quality Online Programs*](#), is the third of iNACOL's online education standards, following the [*National Standards of Quality for Online Courses*](#) and [*National Standards for Quality Online Teaching*](#). The standards in this document address what is needed for a quality online program, elements of which include quality course design and quality online teaching. However, this set of standards is more than the third of a series – it is intended that these Standards for Quality Online Programs provide the encompassing and over-arching set of standards program leaders need to assure a quality online program.

[*National Standards for Quality Online Programs*](#) is designed to provide states, districts, online programs, and other organizations with a set of quality guidelines for online program leadership, instruction, content, support services, and evaluation. The initiative began with a thorough literature review of existing online program standards, including accreditation standards, a cross-reference of standards, followed by a survey to iNACOL members and experts to ensure the efficacy of the standards adopted.

These guidelines should be implemented and monitored by each district or organization, as they reserve the right to apply the guidelines according to the best interest of the population for which they serve.

These standards start by addressing the foundation of the program: its mission, goals and objectives and its underlying beliefs and philosophy. Leadership is also addressed: the program's governance, the role of the governing body and how the relation between the governing body and organizational/program leadership work together to support the achievement of the mission.

Beyond the foundation of what the program has as its mission, goals, and objectives, are the standards that address how the program operates, its teaching and learning standards and support standards. In this document, we have provided an overview of the most critical of the course design and teaching standards. In addition, a program needs to provide the support mechanism for student and teacher success in online courses. This document describes the necessary support standards needed for programs designed to supplement schools' course offerings as well as those programs designed for

¹ <https://www.nsqol.org/>

² Oversight of the National Standards for Quality Online Learning has transitioned from iNACOL to the Virtual Learning Leadership Alliance (VLLA), Quality Matters (QM), and the Digital Learning Collaborative (DLC). Together these organizations provide oversight and lead a broad-based community effort to keep the standards current and relevant.

full-time students. For a fuller description of course design and teaching standards, please refer to iNACOL's [National Standards of Quality for Online Courses](#) and [National Standards for Quality Online Teaching](#).

Self-Rating for Reauthorization³

Date completed: March 12, 2025

Name of Academy: Michigan Connections Academy

Authorizer: Ferris State University

ESP: Pearson Virtual Schools

The condensed Self-Rating report based on the *National Standards for Quality Online Programs* is identified on the following pages.

Rating Scale

- 5** Exemplary: a model of best practice as related to this criterion
- 4** Accomplished: excellent implementation; comparable to other examples
- 3** Promising: good implementation; however, somewhat lacking in depth or detail
- 2** Incomplete: partial implementation of this criterion; additional work needed; good start
- 1** Confusing: not obvious; more work needed; not a good example

Cyber School Self-Rating

Support Standards	3
Organizational Support	3
Comments/Evidence:	3
Program Evaluation	4
Comments/Evidence:	6
Program Improvement	8
Comments/Evidence:	9

³ [MCL 380-552\(2\)\(c\) - amended](#)

Support Standards

Organizational Support

Support standards address the organization's academic, administrative, guidance and technical services that are critical to meeting the needs of all participants in the online program.

P	Organizational Support — A quality online program has organizational support to oversee the instructional learning environment as it is conveyed through technology. Some organizational support services may be distributed between the program and other entities, depending on the physical location where the students are taking their online courses.	Rating
	1	
	2	
	Provides an online learning environment that is appropriately maintained, secure and is a productive and safe work environment for students and staff. <i>Provide the location and sites for students and staff that may include; training, instruction and mentoring opportunities.</i>	5
	Provides a work environment consisting of the resources, tools, and organizational policies that enables staff to implement the program's mission, beliefs and objectives.	5

Comments/Evidence:

This Academy Internal Review document is what is required of FSU and was approved and submitted by the academy as part of the Ferris State University contract reauthorization review process. The Ferris State University Charter Schools Office views these review processes as part of an ongoing evaluation of quality and not as a singular event. It contains very similar information of what is being asked of in this document and should be used in response to what is being asked for here. See [FSU Internal Review - MICA - Board Approved](#).

Question #1:

- Self-contained learning management system: [Pearson Online Classroom](#)
- [Multi-factor authentication](#) to access Pearson Online Classroom
- As required by the State of Michigan, there is an in-house mentoring program which follows the guidelines outlined as needed for the program.
- Michigan Connections Academy provides an in-house peer-to-peer mentoring program.
- [Staff Training](#) provided includes:
 - Child Abuse: Mandatory Reporting
 - Bloodborne Pathogen Exposure Prevention
 - Child Abuse: Identification and Intervention
 - Online Safety: What Every Educator Needs to Know
 - Sexual Harassment: Policy and Prevention
 - Students Experiencing Homelessness: Awareness and Understanding
 - Title IX Compliance
 - Youth Suicide: Awareness, Prevention and Postvention

- Making Schools Safe and Inclusive for LGBTQ+ Students
- Cultural Competence and Racial Bias
- Diversity, Equity and Inclusion Practices: Staff to Student
- Making Schools Safe and Inclusive for Transgender Students
- Additional Staff PL opportunities:
 - Link to [Professional Learning Hub](#)
 - Link to [Professional Learning Catalog](#)
- [Student and Caretaker Training](#) provided includes:
 - Student orientation
 - Caretaker orientation
- Additionally, [Learning Coach Central](#) offers resources and webinars for Learning Coaches.

Question #2:

- [Pearson Online Classroom](#) is maintained and updated by the ESP, Pearson. Michigan Connections Academy’s technology serviced by Pearson support staff members have an expansive knowledge of computer technology and Pearson Online Classroom, they additionally provide numerous online resources for parents, students, and staff. They will help to [troubleshoot](#) any problems individuals are having with Pearson Online Classroom using remote diagnostic tools that allow them to “see” a student's computer and correct problems from afar. Each student is provided a computer upon request. We provide extensive technical support for students and parents via toll-free phone service and email. Organizational policies that enable staff to implement the program’s mission, beliefs and objectives are reviewed on a yearly basis.

Program Evaluation

A culture of continual program improvement is critical in becoming a quality online program and maintaining that status. Evaluation efforts are utilized to both verify the program is meeting its intended purposes and identify where improvements can be made. The cycle is completed by taking this information and developing concrete plans for program improvement.

R	Program Evaluation — A quality online program recognizes the value of program evaluation. Program evaluation is both internal and external and informs all processes that effect teaching and learning. Internal evaluations often are more informal in nature and may provide immediate feedback on a targeted area of inquiry. External program evaluations typically look at the entire program from an objective perspective that will bring additional credibility to the results.	Rating
1	Conducts ongoing internal evaluations that include regularly collecting and analyzing data based on national, state, and/or program metrics. <i>Provide the schedule for data collection and reporting</i>	5

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2	Conducts ongoing internal evaluations that include using clearly articulated measures to evaluate its learners. <i>Provide evidence of a continuous improvement plan</i>	5
3	Conducts ongoing internal evaluations that include determining program success by measuring student achievement and satisfaction based on valid and reliable assessment techniques. <i>Provide the tool or review document to measure success and collect data</i>	5
4	Conducts ongoing internal evaluations that include ensuring students participate in state or national standardized testing, as appropriate and evaluating results against state or national data. <i>Provide the testing and assessment cycle</i>	5
5	Conducts ongoing internal evaluations that include consistently evaluating faculty to assure instructional quality, using clear, consistent policies, measures and procedures. <i>Provide the teacher evaluation tool for staff evaluation</i>	4
6	Conducts ongoing internal evaluations that include reviewing and evaluating courses to ensure quality, consistency with the curriculum, currency, and advancement of the student learning outcomes. <i>Provide the curriculum alignment from the model program to the K-12 Michigan Content Standards</i>	5
7	Conducts periodic external evaluations that include validating internal evaluation process and results. <i>Provide the tool and vendor the authorizer work with to conduct the external evaluation</i>	4
8	Conducts periodic external evaluations that include informing an improvement plan for the online program. <i>Provide a timeline that shows when the School Improvement Plan/District Improvement Plan will be reviewed by the authorizer</i>	5
9	Conducts periodic external evaluations that include informing an improvement plan for the online program. <i>Provide a timeline that shows when the School Improvement Plan/District Improvement Plan will be reviewed by the authorizer</i>	5
10	Program Evaluation communicates evaluation results to program stakeholders. <i>What about the evaluation will be communicated? When?</i>	5

Comments/Evidence:

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of an ongoing evaluation of quality and not as a singular event. It contains very similar information of what is being asked of in this document and should be used in response to what is being asked for here. See [FSU Internal Review - MICA - Board Approved](#).

Question #1:

- [Benchmark Assessment Window](#)
- [Spring State Assessment Schedule](#)
- MICA employs an [Essential Skills Tracker](#) by student and discipline which is utilized and analyzed throughout the course of the year to track student learning.

Question #2:

- As participation is required for all districts in the State of Michigan, the Michigan Integrated Continuous Improvement Process (MICIP) is a pathway for districts to improve student outcomes by assessing whole child needs to develop plans and coordinate funding. Our MICIP plan is maintained in the MiLauchPad MICIP platform as provided by the MDE. It is updated appropriately throughout the course of the year when data allows it to be updated. A copy of our [MICIP plan](#) is uploaded to our authorizers, Ferris State University, a document portal called EpiCenter annually and the plan is updated annually with the MICA Board of Education. Quarterly updates occur with staff during the school year as well. Here is the [link to the MICIP website](#).

Question #3:

- Michigan Connections Academy utilizes in-house [tracking sheets for a wide variety of assessment results](#) year over year. Michigan Connections Academy is an avid user of the Professional Learning Communities for nearly 15 years. Nearly all staff has been trained in attending PLC At Work or similar seminars put on by Solution Tree. A professional learning community is a group of educators who work together to improve their teaching skills and create a better learning environment for students. Our staff meets twice weekly in both grade level and discipline level to share ideas, learn new topics and solve problems. Additionally our PLCs analyze student work and data to determine what's working and what's not and to use data to improve teaching practices such as lesson alignment, grading and assessment.

Question #4:

- [Benchmark Assessment Window](#)
- [Spring State Assessment Schedule](#)

Question #5:

- Michigan Connections Academy regularly conducts yearly, online teacher performance evaluations as required by the Michigan Department of Education using an approved tool, the Charlotte [Danielson's Framework for Teaching](#). This tool meets the requirements of the law language of "reliability, validity, and efficacy." Michigan Connections Academy meets all requirements of the current law as it relates to teacher online performance evaluations.

Question #6:

- [Curriculum Alignment Framework](#)
- Link to Folder with [Curriculum Documents](#)

Question #7:

- As part of our Michigan Connections Academy contract with our authorizer, Ferris State University, we undergo a contract renewal exercise conducted by Ferris State. This exercise includes the completion of an Academy Internal Review document which is

contained at the start of this Comment / Evidence section in which the review panel reviews prior to an on-site visit of the Academy. During the onsite visit, the review committee completes the following:

- Review Committee meets with Michigan Connections Academy for a series of questions and answers
- Review Committee performs classroom observations
- Review Committee meets with the School Improvement Team to discuss the MICIP plan
- Review Committee meets with parents of the academy for a series of questions and answers
- Review Committee meets with members of the Michigan Connections Academy Board for a question and answer session.
- At the conclusion of these conversations the FSU Review Committee meets and provides a preliminary report and shares with the academy. Once the review committee provides the report, they work as a group to fine tune the final report and provide this to the school administration and Board to review. This occurred at the November 2024 MICA Board meeting where they reviewed the draft report and the opportunity to provide any commentary formally to the draft report. The board signed off on the draft report. Action is taken by the board to accept the report as presented. The [final report can be found here](#).

Question #8:

- Each fall, the [MICIP plan](#) and its most updated information is shared at a MICA Board meeting and in attendance at that board meeting is a Ferris State University representative to hear and ask questions as they deem necessary during the presentation. Additionally, each August Michigan Connections Academy is required to upload its latest version from the MiLaunchPad MICIP platform to our authorizers, Ferris State University, a document portal called EpiCenter.

Question #9:

- Each fall, the [MICIP plan](#) and its most updated information is shared at a MICA Board meeting and in attendance at that board meeting is a Ferris State University representative to hear and ask questions as they deem necessary during the presentation. Additionally, each August Michigan Connections Academy is required to upload its latest version from the MiLaunchPad MICIP platform to our authorizers, Ferris State University, a document portal called EpiCenter.

Question #10:

- The entire process and findings were presented by Ferris State University at the Michigan Connections Academy Board meeting in November of 2024. As part of our Michigan Connections Academy contract with our authorizer, Ferris State University, we undergo a contract renewal exercise conducted by Ferris State. This exercise includes the completion of an Academy Internal Review document which is contained at the start of this Comment / Evidence section in which the review panel reviews prior to an on-site visit of the Academy. During the onsite visit, the review committee completes the following:
 - Review Committee meets with Michigan Connections Academy for a series of questions and answers
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- MICIP plan
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- [Key School Metrics](#) are shared with the MICA Board of Directors four times per year and track on program metrics including course pass rates, contact requirements, etc.

Program Improvement

S	Program Improvement — A quality online program establishes a culture of continual program improvement. Improvement planning focuses on using program evaluations, research, and promising practices to improve student performance and organizational effectiveness. It fosters continuous improvement across all aspects of the organization and ensures the program is focused on accomplishing its mission and vision.	Rating
	1 Uses strategic, long-range and operational planning and evaluation to continuously improve its educational programs and services.	5
	2 Uses data effectively to drive instructional and management decision-making.	5
	Is based on:	
	3 Advancement of the program's vision and mission.	5
	4 Student achievement.	4
	5 Internal and external evaluation.	4
6	Current research in the relevant areas.	4

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7	Promising practices.	4
Includes provisions for:		
1	Beta testing and peer review.	5
2	Satisfaction surveys by students, parents, teachers and schools as appropriate.	4
3	Evaluation of curriculum and instruction as it relates to student achievement.	4
4	Regular online teacher performance evaluations.	4
5	Reviewing and updating policies and procedures.	4
6	Reviewing appropriateness, effectiveness and quality of teaching and learning technologies.	5
7	Regular online course reviews.	5

Comments/Evidence:

This Academy Internal Review document is what is required of FSU and was approved and submitted by the academy as part of the Ferris State University contract reauthorization review process. The Ferris State University Charter Schools Office views these review processes as part of an ongoing evaluation of quality and not as a singular event. It contains very similar information of what is being asked of in this document and should be used in response to what is being asked for here. See [FSU Internal Review - MICA - Board Approved](#).

Question #1:

- As participation is required for all districts in the State of Michigan, the Michigan Integrated Continuous Improvement Process (MICIP) is a pathway for districts to improve student outcomes by assessing whole child needs to develop plans and coordinate funding. Our [MICIP plan](#) is maintained in the MiLaunchPad MICIP platform as provided by the MDE. It is updated appropriately throughout the course of the year when data allows it to be updated. A copy of our MICIP plan is uploaded to our authorizers, Ferris State University, a document portal called EpiCenter annually and the plan is updated annually with the MICA Board of Education. Quarterly updates occur with staff during the school year as well. Here is the [link](#) to the MICIP website.

Question #2:

- As stated and shown above, Michigan Connections Academy uses a wealth and diverse amount of data to lead us in our whole child support of students. Our base starts in

Essential Standards identification. Our Essential Standards Instructional Model prioritizes critical learning objectives to enhance student understanding, promotes deeper learning, and ensures equitable education. By focusing on essential standards, educators provide targeted instruction, meaningful assessments, and efficient time management, leading to improved academic performance and support for individual student needs. Using Essential Standards is crucial for our school as a Professional Learning Community as it provides clarity in shared objectives, promotes consistent and aligned instruction, enables targeted differentiation, and enhances collaborative planning. It facilitates data-driven decision-making and increases student engagement, fostering a more inclusive and effective learning environment for all students. Our work with Essential Standards aligns with the Multi-Tiered System of Supports (MTSS) framework. By prioritizing essential standards, educators can effectively identify and address students' learning needs through targeted interventions and differentiated instruction. The MTSS approach allows educators to provide additional support to students who may struggle with essential concepts, ensuring that all learners have the opportunity to achieve academic success. The combination of Essential Standards and MTSS creates a comprehensive and inclusive educational environment that fosters learning and supports the diverse needs of students at all levels of our instructional tiers. Tier 1 instruction is standards-driven, focusing on students' broad skills and generalizing to a learning target. In contrast, Tier 2 intervention targets a specific skill deficit that has been identified through assessment. Instruction and intervention targets this specific skill. Educators develop a support plan to address the targeted skill with intervention tools that address the need and monitor growth on that specific skill.

- a. [School-wide tracker](#)
- b. Link to [Visible Learning Wakelet](#)
- c. [MICA Counseling Essential Standards](#)
- d. [SEL Essential Standards](#)

Is Based On #1:

- Mission & Vision
 - School Mission: The mission of Michigan Connections Academy is to help each student maximize his or her potential and meet the highest performance standards. Michigan Connections Academy is a high-quality, high-tech, high-touch "school without walls" that brings out the best in every student.

School Vision: We believe that all students can learn and must learn at relatively high levels of achievement. It is our job to create an environment in our classrooms that results in this high level of performance. We are confident that, with our support and help, students can master challenging academic material, and we expect them to do so. We are prepared to work collaboratively with colleagues, students, and parents to achieve this shared educational purpose.

- Michigan Connections Academy's work is based on a [Multi-Tiered System of Supports \(MTSS\)](#) comprehensive framework, a collection of research-based strategies designed to meet the individual needs and assets of the whole child at all achievement levels. MTSS intentionally interconnects the education, health, and human service systems in support of learners, schools, centers, and community outcomes. The five essential components of

MTSS are inter-related and complementary. Implementation of the essential components as intended provides educational settings with a framework to organize the strategies and processes needed to support successful learner outcomes.

- At Michigan Connections Academy, we believe that all students must be provided with the best opportunities to succeed in school. Initially students that are in need of additional support may be identified using universal screening tools (such as Measures of Academic Performance). Students whose performance on the universal screener indicates a need for intervention or who struggle with the core curriculum, including differentiated learning activities designed to reinforce key skills and concepts, must be offered appropriate research-based instructional interventions that are targeted at the student's greatest area of need (GAN). Intervention plans are personalized to the individual student's learning style, integrate academic instruction with appropriate behavioral supports, and include ongoing progress monitoring to ensure that students are making expected progress.

Is Based On #2:

- As shown above in multiple responses, Michigan Connections Academy utilizes a [wealth of student achievement data](#) across many areas to work with students on an individual basis and meet students where they are at in the learning process. Students have many opportunities for relearning when not as successful as they'd like to be on a particular topic and / or assessment. This data is accessible by the student and caretaker so they can constantly know where they are in the learning process.

Is Based On #3:

- As shown above in multiple responses, Michigan Connections Academy conducts ongoing internal evaluations that include using clearly articulated measures to evaluate its learners as identified and shown in [our MICIP plan](#) and FSU conducts a rigorous contract renewal process that has been shared above and documentation provided during that process.

Is Based On #4:

- Michigan Connections Academy is engaged in a robust professional learning program. Our format this year includes 4 all-school sessions and 4 independent sessions in which staff are able to complete a training of their interest in learning more of that topic. There is accountability upon completion with the completion of a google form asking questions of application and learning that is shared with their managers. PD opportunities are shared with the entire staff when shared with members of the administration team and our Professional Learning Network (PLN) representative meets with leadership on a quarterly (or when needed) basis to check-in and engage in conversation on what may or could be beneficial PD wise moving forward in the year. Additionally, the PLN representative is available to our staff for individual meetings and conversations as well. The PLN is led by the Training and Learning Facilitator (TLF) who delivers continuous professional learning support to schools that empower educators. Through collaboration and active listening, they curate personalized learning paths that focus on unique school needs.
 - [Professional Development Plan 24-25](#)

Is Based On #5:

- Michigan Connections Academy uses a wide range of the most up-to-date practices and supplemental academic platforms to assist in the instructional program. As described above, Michigan Connections Academy is involved in a robust professional development program allowing staff the opportunity to investigate and stay updated on the latest instructional strategy.
 - Link to [Dynamic Teacher Academy](#)
 - Link to [Professional Learning Hub](#)
 - Link to [Professional Learning Catalog](#)
- Staff incorporates the following programs, which is a partial list, to assist students in their learning.
 - Loom
 - Lexia Core5
 - Nearpod
 - Wakelet
 - Canva
 - Paper.co
 - NWEA MAP
 - Fastbridge
 - Kids Read Now
 - IXL
 - Flipgrid

Includes provisions for #1:

- [Beta Testing and Peer Review](#)

Includes provisions for #2:

- Surveys are provided to all stakeholders throughout the course of the year. Upon completion of these surveys, responses and summary data is provided to the school for analysis and conversation.
 - [Parent Satisfaction Survey](#)
 - [Student Satisfaction Survey](#)
 - Staff Surveys -
 - [Engagement Survey Results](#)
 - [Pulse Survey Results](#)

Includes provisions for #3:

- As has been shared previously, [student achievement data](#) is tracked and utilized to identify areas of strengths and opportunities for improvement within the curriculum and instructional program. Dedicated timeframes for this activity occur throughout the year as whole group activities, PLCs and individually to best meet students' learning and areas of need.

Includes provisions for #4:

- Michigan Connections Academy regularly conducts yearly, online teacher performance evaluations as required by the Michigan Department of Education

using an approved tool, the Charlotte [Danielson's Framework for Teaching](#). This tool meets the requirements of the law language of “reliability, validity, and efficacy.” Michigan Connections Academy meets all requirements of the current law as it relates to teacher online performance evaluations.

Includes provisions for #5:

- A system is in place for reviewing and updating policies and procedures for the school on an annual basis and as on an as-needed basis to meet the needs and expectations of what is required.
 - [Handbook Policy Update Process](#)

Includes provisions for #6:

- The [Curriculum Development Framework](#) and [EMS and Infrastructure](#) documentation provides an overview of the continuous improvement processes guiding the design of the curriculum and maintenance of the education/learning management system, which is inclusive of determining appropriateness, effectiveness and quality of teaching and learning technologies.
- [Reviewing appropriateness, effectiveness and quality](#)

Includes provisions for #7:

- The [Curriculum Development Framework](#) provides an overview of course review cycles.

SECTION d

METHODS OF PUPIL ASSESSMENT

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

Adopted: 2010

Revised: January 31, 2025

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.

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Sections 6.3 and 6.4, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in the Public School Academy Chartering Policies adopted by the University Board, as applicable, in accordance with the requirements detailed in the Master Calendar annually issued by the Ferris State University Charter Schools Office (CSO).

Without limiting the foregoing, the 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

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

Revised: January 31, 2025

ADMISSION POLICY AND CRITERIA

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Sections 6.4 and 6.14, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer the grade ranges set forth in Schedule 7h. Charter schools, legally known as public school academies (PSAs) can set maximum enrollment numbers. Before Open Enrollment, the school needs to set enrollment maximums by building or grade level(s).

Requirements

Section 504 of the Code provides that public school academies 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 Michigan school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan school district.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grade is not offered.
- No student may be denied participation in the application process due to lack of student records.

- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

The 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.

The Academy shall comply with the requirements regarding legal notice and advertisement of enrollment procedures under Applicable Law and as are set forth in Schedule 7f.

Matriculation Agreements

- The Academy Board may enter into a matriculation agreement with another public school pursuant to Section 504(4) of the Code.
- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of such agreement to Ferris State University's Charter Schools Office ("CSO") for review.
- Any matriculation agreement entered into by the Academy and approved by the CSO shall be added to this Schedule 7e and Schedule 8 through a contract amendment approved in accordance with Article IX in the Terms and Conditions of this Contract.
- Until the matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- School applications that a student must submit to enroll in the Academy must include the names of the University and any educational management organization that has entered into a management agreement with the University and is responsible for both administrative services or staff and educational and instructional services or staff.
- **The Open Enrollment Period shall be a minimum of two (2) weeks** that include opportunities for students to enroll.
- Enrollment times must include some evening and weekend times.
- The Academy shall make reasonable effort to advertise its enrollment opening.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event that there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing described below (the "lottery"). If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a lottery for unauthorized grades prior to receipt of written approval from the CSO.
- 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.
- The lottery shall be conducted in a manner that is open to parents, community members and members of the public who want to observe the process, and the Academy shall use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

Field Representatives must remind their schools to follow the contractual lottery process:

LOTTERY PROCESS

1. 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.
2. Sort cards by grade (or group).
3. Start lottery with either highest grade offered or lowest grade offered.
4. Place cards, for group to be drawn, in an opaque container large enough to thoroughly mix the cards.
5. Mix the cards.
6. Have an impartial party draw the cards.
7. 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”.)
8. 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”.)
9. Remove sibling cards from their drawing group.

10. Continue the process until available seats for the group are filled.
11. 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.)**
12. Continue the process until all names, for that group, have been drawn.
13. 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.

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

SECTION f

PUBLIC NOTICE OF ENROLLMENT PROCEDURES

PUBLIC NOTICE OF ENROLLMENT PROCEDURES

Must contain a statement regarding nondiscrimination.

Revised: January 31, 2025

Public Notice Regarding Recruitment. 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.

Advertisement and Public Notice Regarding Enrollment.

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement shall be forwarded to the CSO. The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy. At a minimum, the legal notice or advertisement must include:
 - The process and/or location(s) for requesting and submitting applications.
 - The beginning date and ending date of the application period.
 - The date, time, and place the random selection drawing(s) will be held, if needed.
- Grade/building level maximums should be available on the PSA's website, as well as included in 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.

- All promotional material (including without limitation billboards, internet advertisements, television requirements, and radio advertisements), the footer of the Academy's website pages, and the school application that a student must submit in order to enroll in the Academy, must include the names of the University and the educational management organization that is responsible for both administrative services or staff, and educational and instructional services or staff.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

MICHIGAN CONNECTIONS ACADEMY does not discriminate in its enrollment process based on:

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

SECTION g

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE



2025-2026

3950 Heritage Avenue
Okemos, MI 48864

September '25

S	M	T	W	T	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				

October '25

S	M	T	W	T	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	

November '25

S	M	T	W	T	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						

December '25

S	M	T	W	T	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 '26

S	M	T	W	T	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

February '26

S	M	T	W	T	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

March '26

S	M	T	W	T	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				

April '26

S	M	T	W	T	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		

May '26

S	M	T	W	T	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						

June '26

S	M	T	W	T	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				

MICA Calendar of Events

9/2	First Day of School
10/1	Michigan Count Day
11/27-11/28	Thanksgiving Break
12/24-1/2	Winter Break
1/5	School Resumes
1/19	Martin Luther King, Jr. Day
1/23	First Semester End Date
1/26	Professional Development Day
1/27	Second Semester Start Date
2/4	Open Enrollment Period Begins
2/11	Michigan Count Day
2/16	President's Day
3/6	Open Enrollment Period Ends
3/23-3/27	Spring Break
5/25	Memorial Day
6/5	Last Day of School

Legend

	No School (Staff and Students)
	Staff Work Day
	Semester Start/End Dates
Semester Dates	
S1	9/2/25-1/23/26 93 Days
S2	1/27/26-6/5/26 87 Days
Total School Days: 180/Total School Hours: 1,098	

**COUNT DAYS: Weds., Oct. 1, 2025
and Weds., Feb. 11, 2026**

----- This building operates: (check one) -----
on a district-wide OR on an individual
calendar building calendar

0 = OTHER*

1000

CONCLUSION.

SCHEDULED DAYS	
Full-Time	180
1/2 Days	0
Other	0
TOTAL	180

**COPY OF
SUPPORTING
DOCUMENTATION
MUST BE
ATTACHED**

<p>AUDITOR USE ONLY:</p>	
<p>Full Days: _____</p> <p>Half Days: _____</p> <p>Other: _____</p>	<p>Auditors' Comments:</p>
<p>Not in Session</p>	

Weather:	_____
Other:	_____
Rescheduled:	_____
Total in Session	_____

1

Scheduled Daily Clock HOURS of Instruction

FULL-DAY KINDERGARTEN, GRADES 1-12, &
SPEC. ED.

DISTRICT: Michigan Connections Academy

School Year:
2025 - 2026

BUILDING/
PROGRAM: Michigan Connections Academy

GRADE
LEVEL: K-12

COUNT DAY: (please check)
Fall Spring

INSTRUCTIONS: Complete PART A for all variations of each bldg./program full time schedule & for each partial day where a varying schedule occurs in the bldg./program. After documenting the daily hrs. in PART A, summarize the total hrs. scheduled for each bldg./program in Part B.

Check One: ☒ Full-Day ☐ Partial-Day ☐ Other* (*Give dates & descriptions of type of day; i.e., early dismissal, late starts, etc...)

NA

PART A - CALCULATION OF DAILY SCHEDULED HOURS

Grade Level	Course	Weekly Lessons	Average Time Per Lesson (min)	Weekly Lesson Time (min)	Annual Lesson Time (min)	Annual Hours	Total Hours
0	Language Arts	5	75	375	13500	225	1101
0	Math	5	75	375	13500	225	
0	Science	5	75	375	13500	225	
0	Social Studies	5	75	375	13500	225	
0	Educ Tech & Online Learning	3	45	135	4860	81	
0	Art	2	50	100	3600	60	
0	Physical Education	2	50	100	3600	60	
1	Language Arts	5	80	400	14400	240	1101
1	Math	5	80	400	14400	240	
1	Science	5	65	325	11700	195	
1	Social Studies	5	65	325	11700	195	
1	Physical Education	5	30	150	5400	90	
1	Educ Tech & Online Learning	3	45	135	4860	81	
1	Art	2	50	100	3600	60	
2	Language Arts	5	80	400	14400	240	1101
2	Math	5	80	400	14400	240	
2	Science	5	65	325	11700	195	
2	Social Studies	5	65	325	11700	195	
2	Physical Education	5	30	150	5400	90	
2	Educ Tech & Online Learning	3	45	135	4860	81	
2	Art	2	50	100	3600	60	
3	Language Arts	5	80	400	14400	240	1101
3	Math	5	80	400	14400	240	
3	Science	5	65	325	11700	195	
3	Social Studies / MI State History	5	65	325	11700	195	
3	Physical Education	5	30	150	5400	90	
3	Educ Tech & Online Learning	3	45	135	4860	81	
3	Art	2	50	100	3600	60	
4	Language Arts	5	80	400	14400	240	1101
4	Math	5	80	400	14400	240	
4	Science	5	65	325	11700	195	
4	Social Studies	5	65	325	11700	195	
4	Physical Education	5	30	150	5400	90	
4	Educ Tech & Online Learning	3	45	135	4860	81	
4	Art	2	50	100	3600	60	
5	Language Arts	5	80	400	14400	240	1101
5	Math	5	80	400	14400	240	
5	Science	5	65	325	11700	195	
5	Social Studies	5	65	325	11700	195	
5	al Edual Edual Edual Edual Edual Edual	5	30	150	5400	90	
5	& Onli& Onli& Onli& Onli& Onli& Onli& Onli	3	45	135	4860	81	
5	Art	2	50	100	3600	60	
6	Language Arts	5	90	450	16200	270	
6	Math	5	90	450	16200	270	
6	Science	5	70	350	12600	210	

REMINDERS

1. Passing time TO first period MUST BE EXCLUDED.
2. Homeroom may be counted up to 15 mins. which includes passing time.
3. Up to 30 mins. per day of passing time may be counted between classes
4. Only ONE passing time for lunch period may be counted.
5. The longest lunch period MUST BE EXCLUDED.
6. Passing time FROM last period MUST BE EXCLUDED.
7. Recess may be counted ONLY IF supervised by a certificated teacher and shall not exceed 30 minutes. May also be attached to lunch if reasonable time.
8. For high schools, 1 or 2 study halls may be counted ONLY if supervised by a certificated teacher and the local school district provided at least 1,188 hours of instruction (1,098 + 90).

CERTIFICATION

I certify the information submitted is true & accurate to the best of my knowledge. All hours for which enrollment is reported are eligible for pupil membership. A copy of each teacher's certificate is on file at the local education agency.

[Signature]
Authorized Representative
Title

4/1/25

Date

7	Language Arts	5	90	450	16200	270	1170
7	Math	5	90	450	16200	270	
7	Science	5	70	350	12600	210	
7	Social Studies	5	70	350	12600	210	
7	Physical Education	5	30	150	5400	90	
7	Educ Tech & Online Learning	3	40	120	4320	72	
7	Art	2	40	80	2880	48	
8	Language Arts	5	90	450	16200	270	1170
8	Math	5	90	450	16200	270	
8	Science	5	70	350	12600	210	
8	Social Studies	5	70	350	12600	210	
8	Physical Education	5	30	150	5400	90	
8	Educ Tech & Online Learning	3	40	120	4320	72	
8	Art	2	40	80	2880	48	
9	English	5	75	375	13500	225	1350
9	Math	5	75	375	13500	225	
9	Science	5	75	375	13500	225	
9	Social Studies	5	75	375	13500	225	
9	Elective	5	75	375	13500	225	
9	Elective	5	75	375	13500	225	
10	English	5	75	375	13500	225	1350
10	Math	5	75	375	13500	225	
10	Science	5	75	375	13500	225	
10	Social Studies	5	75	375	13500	225	
10	Elective	5	75	375	13500	225	
10	Elective	5	75	375	13500	225	
11	English	5	75	375	13500	225	1350
11	Math	5	75	375	13500	225	
11	Science	5	75	375	13500	225	
11	Social Studies	5	75	375	13500	225	
11	Elective	5	75	375	13500	225	
11	Elective	5	75	375	13500	225	
12	English	5	75	375	13500	225	1350
12	Math	5	75	375	13500	225	
12	Science	5	75	375	13500	225	
12	Social Studies	5	75	375	13500	225	
12	Elective	5	75	375	13500	225	
12	Elective	5	75	375	13500	225	

SECTION h

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

MICHIGAN CONNECTIONS ACADEMY is authorized to serve students in Grades K-12. The Academy is enrolling student in Grades K-12. 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: January 31, 2025

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.27, the Academy shall comply with this Schedule.

- A. The Code provides that the board of directors of a public school academy shall collect, maintain, and make information concerning its operation and management available to the public and to the CSO in the same manner as is required by state law for school districts. 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 Academy Board 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 CSO and/or the University
 11. Copy of curriculum and other educational materials given to the CSO

12. All promotional materials that are created and distributed by the Academy
13. Copy of School Improvement Plan (if required)
14. Copies of facility leases, mortgages, modular leases and/or deeds
15. Photographs of all Academy buildings' frontage
16. Copies of equipment leases
17. Proof of ownership for Academy-owned vehicles and portable buildings
18. Copy of Academy Board approved management contracts and service contracts with Education Service Providers
19. Copy of Academy Board approved services contract(s)
20. Copies of all health and safety reports and certificates, including Office of Fire Safety certificate of occupancy for all Academy facilities, Asbestos inspection report and Asbestos management plan (if required), Boiler inspection certificate, lead based paint survey (if required), Phase 1 environmental report (if required), and Local County Health Department food service permit (if required)
21. MDE letter of continuous use (if required)
22. List of current Academy teachers and school administrators, and other Academy support staff (e.g. food service workers, bus drivers, literacy coaches) with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
23. The average salary for current Academy teachers who have held their teaching certificate for less than five years ("new teachers") and the average salary for current Academy teachers who have held their teaching certificate for more than five years ("veteran teachers"). If there are fewer than five new teachers or fewer than 5 veteran teachers, submit the average salary for all current Academy teachers
24. The average salary for all current Academy support staff (including but not limited to student-facing paraprofessionals, food service workers, bus drivers, and literacy coaches)

25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
 26. Evidence of compliance with criminal background and records 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. PDF files of the Academy's public Website
 31. The school application that students must submit to enroll in the Academy
 32. Any planned matriculation agreements with a public school
 33. Any other information specifically required under the Code
- B. By no later than November 1 of each year, the Academy shall post all of the following information on its website that is accessible to the public:
1. The average salary for new teachers (i.e. an individual who has held a teaching certificate for less than 5 years) and the average salary 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 an educational management organization (as that term is defined in the Code, hereafter "Educational Management Organization") 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 employed by an Educational Management Organization and assigned to the Academy.
 2. The average salary for support staff employed by the Academy or employed by an Educational Management Organization and assigned to the Academy, including, but not limited to, student-facing paraprofessionals, food service workers, bus drivers, and literacy coaches.

C. Pursuant to the Terms and Conditions of the Contract, the University authorizes the Academy Board to employ or contract with personnel according to position information outlined in Schedule 5. Any Educational Service Provider Management Agreement entered into by the Academy must contain a provision requiring the Education Management Provider to provide to the Academy Board information concerning the operation and management of the Academy (including, without limitation, the information that a school district is required to disclose under the Code) available to the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. 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 Parts A and B above.