FERRIS STATE UNIVERSITY

A

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

BETWEEN

VOYAGEUR ACADEMY

(A PUBLIC SCHOOL ACADEMY)

AND

FERRIS STATE UNIVERSITY BOARD OF TRUSTEES

(AUTHORIZING BODY)

AUTHORIZATION PERIOD:

JULY 1, 2022 – JUNE 30, 2027

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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: July 2021

EDUCATIONAL SERVICE PROVIDER

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), these Educational Service Provider Policies ("ESP 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 with an Educational Service Provider ("ESP") on or after the date set forth above. 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.

A. Academy Board Due Diligence

1. Prior to executing an agreement with an ESP, the Academy Board shall perform sufficient due diligence to establish that the ESP 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 contract:**

   - List of all ESP owner(s), directors and officers.
   - 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.

2. Academy Board members, Academy Board employees, and their respective spouses and immediate family members may not have any direct or indirect ownership, employment, contractual or management interest in any ESP that contracts with the Academy. The Charter Schools Office may formally waive this condition for persons who have an ownership interest in an ESP that contracts with the Academy if it concludes that the ownership interest is not a conflict of interest.

3. 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.

4. 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 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 agreement in his or her sole discretion). 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.

5. The Academy Board shall retain independent 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 principals thereof, 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 legal opinion from its legal counsel, which includes the representations that legal counsel has reviewed the Proposed Educational Service Provider Agreement, the Charter Schools Office Educational Service Provider Policies and the Contract to Charter the Public School Academy, and which opines that:

   A. The Academy Board has the power and authority to enter into the proposed agreement;

   B. Execution of the proposed agreement does not violate any term or provision of the Policies, Charter Contract or applicable statute; and

   C. Entering into the agreement does not permit or require improper delegation by the Academy Board.

6. The Academy Board shall not approve an ESP agreement until all board members have been given a reasonable opportunity to review the proposed ESP agreement with the Academy's legal counsel.

7. 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 ESP agreement.

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 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.

C. ESP 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 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.

3. 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.

4. 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.

5. 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.

6. An ESP agreement 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.

7. An ESP agreement shall not permit the ESP to select or retain the independent auditor for the Academy.

8. 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 Section 1274 of the Revised School Code as if the Academy when making these purchases directly from a third party supplier.

9. 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.

10. 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.

11. 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. 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.

12. An ESP agreement shall contain insurance and indemnification provisions outlining the coverages the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

13. 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.

14. The maximum term of an ESP agreement shall not extend beyond the term of the Academy's Contract.

15. 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. The ESP agreement shall also provide for termination if directed by the University Board as part of the process of reconstitution, as provided by the Revised School Code.

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. 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 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.

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

Adopted: April 2008
Revised: May 2016

FACILITY FINANCE & PROPERTY ACQUISITION

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), these Facility Finance & Property Acquisition Policies ("FF&PA 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. 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.

A. 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 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.

B. CSO Director Review of Certain Financing Transactions

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.

C. Other Transactions Requiring CSO Director Review

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, (ii) Academy facilities that are in addition to or intended to replace the Academy's facilities described in Section 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.

D. Disapproval of Certain Transactions

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:

1. The Academy is not in Intensified Monitoring;

2. The Academy has an unrestricted fund balance that is not less than fifteen percent (15%) of its projected annual expenditures;

3. 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;

4. 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

5. Any other conditions deemed relevant by the CSO Director.

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

Adopted: March 2009
Revised: January 2019

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 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. 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 shall also constitute a "Contract Ending Notice" for purposes of this 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, upon receipt of a Contract Ending Notice, the University shall 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. 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.

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.

FERRIS STATE UNIVERSITY

FERRIS FORWARD

CHARTER SCHOOLS OFFICE POLICY

Adopted: December 2010
Revised: May 2016

NONESSENTIAL ELECTIVE COURSE

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), this Nonessential Elective Course Policy has been prepared by the 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 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; or (ii) a school district that is contiguous to the 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. 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.

g. A list of the nonessential elective courses being provided by the Academy to the non-public school, and the time of the day that instruction is provided at the non-public school.

h. 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.[1]

i. 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.

j. 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.

k. 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.

l. 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.

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 Sections B through L of this Policy.

[1] Non-public schools are subject to certain reporting requirements. *See* MCL388.551 et. seq.

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 **December 17, 2021**, that said formal meeting was open to the public as prescribed by Mich. Const. 1963, art. 8, sec. 4, that said formal meeting was otherwise called and conducted in accordance with applicable provisions of Michigan law and the Bylaws of the Board of Trustees of Ferris State University then in effect, and that the minutes of said formal meeting were kept and are available for public inspection.

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

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 21st day of December, 2021.

Karen K. Huisman
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

4b.3. Voyageur Academy – Reauthorization

Moved by Trustee Ramirez-Saenz, supported by Trustee Snead, 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 8, 1998, for Voyageur 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 July 14, 2000 the University Board granted a five-year contract extension through June 30, 2008; and,

WHEREAS, on July 14, 2006 the University Board granted a one-year contract extension through June 30, 2009; and,

WHEREAS, on March 20, 2009 the University Board reauthorized the Academy for five years through June 30, 2014; and,

WHEREAS, on May 9, 2014 the University Board reauthorized the Academy for one year through June 30, 2015; and,

WHEREAS, on May 8, 2015 the University Board granted a four-year contract extension through June 30, 2019; and,

WHEREAS, on February 22, 2019 the University Board granted a three-year contract extension through June 30, 2022; and,

WHEREAS, the Academy currently has 1,150 students in grades K-12; and,

WHEREAS, in 2020-2021 the ethnicity breakdown of the student population was 77% Black (non-Hispanic), 19% Hispanic and 4% White (non-Hispanic) with 8% receiving special education, 12% categorized as English language learners and 99% receiving free and reduced lunch rate; and,

WHEREAS the Academy has been making steady improvements on the NWEA MAP test in both reading and mathematics; and,

WHEREAS, the University Board desires to reauthorize the Academy pursuant to the terms of a new contract to charter an academy ("New Charter Contract") in substantially the form

provided to the University Board in connection with its consideration of this reauthorization resolution (the "Reauthorization Resolution") for five years through June 30, 2027; 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 Voyageur Academy (the "Academy") submitted to the Ferris State University Charter Schools Office ("FSU CSO") for a term ending on June 30, 2027, is approved contingent upon the Academy Board approving the New Charter Contract (including without limitation the Terms and Conditions and all of the Schedules incorporated therein) and its execution, delivery and filing of the same in the name of and on behalf of the Academy.

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

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

1. The University Board shall appoint initial and subsequent members of the Academy Board of Directors by formal resolution, except as prescribed by subparagraph (4) of this subparagraph (a). The CSO Director shall recommend nominees to the University Board based upon a review of the applicable Academy Board Member Questionnaire, required background checks and each nominee's resume. Each nominee shall be available for interview by the University Board or the CSO Director. The University Board may reject any or all Academy Board nominees.

2. The Academy Board shall be provided an opportunity to nominate its subsequent members, by resolution and majority vote, except as provided herein. The Academy Board shall recommend at least one nominee for each vacancy. The Academy Board's nominees shall submit the applicable Academy Board Member Questionnaire for review by the FSU CSO. If the University Board elects not to appoint any of the Academy Board's nominees for a vacant position on the Academy Board or elects to make its own nomination(s), it may nominate and appoint an Academy Board member of its own choosing for that vacant position, or it may request additional nominees from the Academy Board.

3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.

4. Under exigent conditions, and with the approval of the University Board's Chair, the CSO Director may appoint a qualified individual to the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled formal session. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

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

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

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

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

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

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

e. Oath. Before beginning his/her service, each member of the Academy Board shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a

notary public. The Academy shall cause a copy of such oath of office to be filed with the CSO. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

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

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

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

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

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

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

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

Curtis Wade
9311 Cloverlawn Avenue
Detroit, MI 48204
Term Expiration: June 30, 2023

Minika Benning
22480 Current Drive
Macomb, MI 48044
Term Expiration: June 30, 2025

Anita Gibbs
15396 Kentucky Street

Barbara Smith
252 Auburn Drive

Detroit, MI 48238
Term Expiration: June 30, 2024

Inkster, MI 48141
Term Expiration: June 30, 2023

Robert Redmer
4169 Barnes Court
Rochester, MI 48306
Term Expiration: June 30, 2024

Gabriela Santiago-Romero
5925 Tarnow Street
Detroit, MI 48210
Term Expiration: June 30, 2025

Dale Williams
27070 Berkshire Drive
Southfield, MI 48076
Term Expiration: June 30, 2022

2. Voyageur Academy and Voyageur College Prep High School will each create an *Academic Monitoring Plan* in accordance with the FSU CSO School Support process. Bottom-line targets must be chosen from the acceptable list provided by the FSU CSO. Both schools must monitor progress on bottom-line targets and report progress to the academy Board of Directors on a monthly basis. Bottom-line targets from the *Academic Monitoring Plan* are expected to be achieved as a condition successful completion of the contract due to expire on June 30, 2027.

3. Current or former members of the Academy Board will be prohibited from serving the Academy in any capacity (other than as Academy Board members if and to the extent they are appointed to serve as such by the University Board). For example, no current or former Academy Board member may be hired by the Academy Board, the Academy or its Educational Service Provider (ESP) to serve as a school leader, consultant, administrator, teacher, teacher assistant, etc.

4. Current or former school leaders and administrators at the Academy will be prohibited from serving the Academy as a school leader or as a district superintendent. Current or former school leaders or administrators at the Academy may, if requested by the ESP, serve the Academy in a non-leadership role that is defined by the ESP. Any such service by current or former school leaders or administrators at the Academy shall be performed for the ESP at its sole direction and control, and the individual performing such services shall be employed or contracted for solely by and report solely to the ESP.

5. 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.

4c. Voyageur Academy – Additional Campus

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

RESOLUTION

WHEREAS, the Ferris State University Board of Trustees (the "University Board") granted conditional approval to a Resolution (the "Initial Resolution") dated May 8, 1998, for Voyageur 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 July 14, 2000 the University Board granted a five-year contract extension through June 30, 2008; and,

WHEREAS, on July 14, 2006 the University Board granted a one-year contract extension through June 30, 2009; and,

WHEREAS, on March 20, 2009 the University Board reauthorized the Academy for five years through June 30, 2014; and,

WHEREAS, on May 9, 2014 the University Board reauthorized the Academy for one year through June 30, 2015; and,

WHEREAS, on May 8, 2015 the University Board granted a four-year contract extension through June 30, 2019; and,

WHEREAS, on February 22, 2019 the University Board granted a three-year contract extension through June 30, 2022; and,

WHEREAS, today the University Board has on their board meeting agenda the consideration of the Ferris State University Charter Schools Office ("FSU CSO") recommendation for the Academy's reauthorization for five years through June 30, 2027; and,

WHEREAS, the Academy Board of Directors requested the University Board to consider and approve an additional campus at 6101 Cook Street, Detroit, Michigan; and,

WHEREAS, this additional campus will house the Career/Technical Education Center that will provide educational programs, such as electrical engineering, CAD CAM manufacturing, robotics, plumbing, HVAC and carpentry.

NOW THEREFORE BE IT RESOLVED, that the University Board hereby approves the addition of a Voyageur Academy campus for the Career/Technical Education Center to be located at 6101 Cook Street, Detroit, Michigan and to include this in the New Charter Contract.

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF CONTRACT

DATED: July 1, 2022

BETWEEN

VOYAGEUR ACADEMY
(A PUBLIC SCHOOL ACADEMY)

AND

FERRIS STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONFIRMING THE STATUS OF

VOYAGEUR ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

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

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

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

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

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

NOW, THEREFORE, pursuant to the Code the University Board re-authorizes the Academy pursuant to the terms and conditions of this Contract under which certain rights, franchises, privileges, and obligations of a public school academy are conferred upon the Academy and the status of the Academy as a public school academy in this state is confirmed. The parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

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

(a) "Academy" means the Michigan non-profit corporation named **VOYAGEUR ACADEMY** which is re-authorized as a public school academy pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of **VOYAGEUR ACADEMY**.

(c) "Applicable Law" means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.

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

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

(f) "Charter Schools Office" or "CSO" means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also the University Board's designee for the purpose of administering the University Board's responsibilities under the Contract. The CSO has authority to interpret the Resolution and the Policies on behalf of the University Board.

(g) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws (MCL).

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

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

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

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

(l) "Educational Service Provider Policies" or "ESP Policies" means those policies adopted by the Charter Schools Director that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

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

(n) "Lease Policies" means those policies adopted by the Charter Schools Director that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time at his or her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

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

(p) "Master Calendar" or "MCRR" means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

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

(r) "Resolution" means the authorization or re-authorization Resolution adopted by the Ferris State University Board of Trustees on December 17, 2021, establishing the method of selection, length of term, number of Directors, qualification of Directors, the procedure for removal of Directors and the names of the initial Directors under this Contract.

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

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

(u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.

(v) "Superintendent" means the Michigan Superintendent of Public Instruction.

(w) "Terms and Conditions" means this document entitled "Terms And Conditions Of Contract, Dated July 1, 2022, Between **VOYAGEUR ACADEMY** (A Public School Academy) And Ferris State University Board of Trustees Confirming The Status Of **VOYAGEUR ACADEMY** As A Public School Academy."

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

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

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

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

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

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

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

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

Section 1.6 Application. The Application and supporting documentation are incorporated into, and made part of, this Contract.

Section 1.7 Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows:

(i) the Resolution shall control over any other conflicting language in the Contract;

(ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution;

(iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution;

(iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1 Constitutional Status of Ferris State University. Ferris State University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University

Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of Ferris State University. If applicable, the University Board has provided to the Michigan Department of Education (MDE) the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2 Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. It is organized and shall operate as a public school academy and a nonprofit corporation. It is not a division or part of Ferris State University, and the Academy is not empowered to act on behalf of Ferris State University or the University Board with respect to any matter whatsoever. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other formal written agreements between the University Board and the Academy.

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

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

ARTICLE III

ROLE OF FERRIS STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

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

Section 3.2 University Board as Fiscal Agent for the Academy. The University Board is of receipt the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University Board is not liable for any debt or liability incurred by or on behalf of the Academy Board, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within ten (10) days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

Section 3.4 Reimbursement of University Board Costs. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the cost of its executing its oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

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

Section 3.6 Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy may contract with an Educational Service Provider to provide persons to perform work at the Academy so long as (a) the agreement complies with the requirements of Section 3.9 of these Terms and Conditions; (b) the Academy has first complied with the Charter Schools Office Educational Service Provider Policies, if any, as then in effect; and (c) the CSO Director has not disapproved the agreement. A copy of the agreement between

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

Section 3.7 CSO Director Review of Certain Financing Transactions Involving Pledge of State Aid. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of $150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 *et seq.*, or (ii) direct that a portion of its State School Aid Payments be forwarded by the University acting as fiscal agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the CSO Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the CSO Director; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction in his or her sole discretion). If no response is made during that period, this transaction shall be considered not to have been disapproved. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8 University Board Contract Authorization Process.

(a) Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term without any further action of either the Academy or the University Board.

(b) An Academy seeking a renewal of its Contract shall make a formal request to the Charter Schools Office prior to the end of the current Contract term through the Reauthorization Application. Reauthorization packets are sent to academies and Boards of Directors in the beginning of the final contractual academic year. The Charter Schools Office shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board

as the most important factor of whether to issue or not issue a new contract. The University Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider extending the contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

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

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

Section 3.9 CSO Director Review of ESP Agreement.

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

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

(b) An ESP Agreement:

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

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

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

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

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

(vi) shall contain the following provisions:

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

obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Ferris State University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Agreement Coterminous with Academy's Contract; Reconstitution. If:

(i) the Academy's Contract issued by the Ferris State University Board of Trustees is suspended, revoked or terminated; or

(ii) the charter contract is not reauthorized or extended to the Academy after expiration of the Contract;

(iii) termination of the ESP Agreement is required by the University in connection with reconstitution of the Academy;"

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

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

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

Section 4.2 Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. With the exception of agreements that require prior submittal to the CSO Director or the University Board (or its designee) for review and which have either (a) not been submitted for review, or (b) been submitted for review and disapproved, the Academy may enter into agreements with other public schools, public school academies, schools of excellence, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 4.3 Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Contract.

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

(a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or any employee leasing company that has an ESP agreement with the Academy;

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

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

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

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

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

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

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

(i) is employed by the Academy;

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

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

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

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

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

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1 Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 2. The Academy shall have four officers: president, vice president, secretary and treasurer. The officer positions shall be filled by persons who are also members of the Academy Board. A description of their duties is included in Schedule 2.

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

Section 6.3 Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall annually administer a nationally-normed test to each grade or grouping level, except that the CSO Director may exempt grades K-1 from this requirement at his or her discretion. The Academy shall provide the CSO with copies of reports, assessments and test results concerning the following:

(a) Educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the CSO; and

(b) An annual education report in accordance with the Code.

Section 6.4 Application and Enrollment of Students; School Calendar and School Day Schedule. The Academy shall comply with the application and enrollment policies, school calendar and school day schedule identified in Schedule 7. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the CSO that demonstrates the following:

(a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and

(b) The Academy's open enrollment period was for a duration of at least two (2) weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

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

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

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

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

Section 6.9 Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

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

Section 6.10 Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of Ferris State University.

Section 6.11 Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

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

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

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

Section 6.13 Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Contractual Educational Goals. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.14 Matriculation Agreements. Matriculation agreements shall be subject to the requirements and approval procedures in Schedule 7e. Until the matriculation agreement is reviewed and not disapproved, the Academy is prohibited from granting an enrollment priority to any student pursuant to the matriculation agreement.

Section 6.15 Posting of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.16 New Public School Academies Located Within the Boundaries of a Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1), or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under MCL 380.1280c(1) or MCL 380.1280g(3), as applicable, during the immediately preceding three (3) years.

(b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1 Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, The Freedom of Information Act ("FOIA"), the Public Employees Relation Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Michigan Handicappers' Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC and 12101 *et seq.* or any successor law. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1 Amendments. The University Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require appropriate amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory

responsibilities of the University Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2 Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through the CSO Director. The University Board shall review, consider and vote upon all changes and amendments to this Contract that are proposed by the Academy.

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

Section 9.4 Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University Board.

Section 9.5 Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations of either the Academy Board or the University Board, this Contract shall be deemed altered or amended to reflect the change in existing law as of the effective date of such change without action by either party; however, the University Board, acting through the CSO, may provide written notice of the change to the Academy. To the extent possible, the responsibilities and obligations of the Academy Board and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

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

Section 9.7 Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University

President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1 Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.2 Automatic Amendment of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.2, if the University Board is notified by the Michigan Department of Education (MDE) that an Academy site is subject to closure under Section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy. Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice including the granting of any hardship exemption by the MDE rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the MDE, in a form and manner determined by the MDE.

If the MDE rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s),

but shall present to the Charter Schools Office a proposed Contract amendment incorporating the MDE's school improvement plan, if applicable, for the identified site(s).

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

The University Board's revocation procedures set forth in Section 10.4 do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section.

Section 10.3 Grounds and Procedures for University Termination of Contract. The University Board, in its discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.2, the revocation procedures in Section 10.4 shall not apply.

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.2, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

(a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in the Contract;

(b) Failure of the Academy to comply with all Applicable Law;

(c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or

(d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5 Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic

revocation set forth in Section 10.6, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

(a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two (2) or more school fiscal years with a fund balance deficit;

(b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;

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

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

(e) The University Board or its designee discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

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

Section 10.6 University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.2, or the termination of Contract by the University Board pursuant to Section 10.3, the University Board's process for revoking the Contract is as follows:

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

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response shall also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to

be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.

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

(d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of one (1) or more members of the Academy Board; (ii) termination of at-will board appointments of one or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; (iv) a requirement that the Academy Board terminate the existing ESP Agreement; or (v) the appointment of a new Academy Board or a trustee to take over operations of the Academy. The CSO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure.

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

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

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

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

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

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

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

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

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

(f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director and shall not last more than three (3) hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the CSO Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this sub-section. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

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

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request.

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

(a) Charter Schools Office Director Action. If the CSO Director determines that probable cause exists to believe that the Academy Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by this Contract; (v) has willfully or intentionally violated this Contract or Applicable Law; or (vi) has violated Section 10.4(d), the CSO Director may immediately suspend the Contract. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

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

Section 10.8 Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Mecosta County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect

of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section.

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

(a) take into his or her possession all Academy property and records, including financial, board, employment and student records;

(b) institute and defend actions by or on behalf of the Academy;

(c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

(d) hire, fire and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;

(f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

(g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

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

Section 10.11 Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President or their designee, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President or his or her designee may temporarily take action on behalf of the University Board with regard to the Academy Board or any aspect of the Contract, so long as such action is in the best interests of the University Board. When acting during an emergency situation, the University President or their designee shall have the authority to act in place of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board, or (b) the next meeting of either the University Board or University Board Executive Committee. The University President shall immediately report such action to the University Board for confirmation at the next meeting of either the University Board or the University Board Executive Committee. The University Board or the University Board Executive Committee may confirm the emergency action taken by the University President or their designee so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

Section 10.12 Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of termination by either party or Academy Board, the University Board may direct up to $10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of $30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind up and dissolution expenses have been satisfied.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

Section 11.2 Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State

Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.3 The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

(a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*

(b) Within ten (10) days after adoption by the Academy Board (but not later than July 1) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within ten (10) days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

(c) Unless exempted from transmitting under Section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7 of each school fiscal year, shall transmit to the Center for Educational Performance and Information (CEPI) the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*

(d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:

(i) the Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.

(ii) within thirty (30) days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Michigan Department of Education an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.

(iii) after the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

(e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under Section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:

(i) the enhanced deficit elimination plan shall be approved by the Academy Board before submission.

(ii) after the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination pan on the Academy's website.

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

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

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

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

Section 11.7 Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 *et seq.*, and other Applicable Law concerning the provision of special education programs and services at the Academy.

Section 11.8 Americans With Disabilities Act. The Academy shall comply with subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC § 12101 *et seq.* or any successor law.

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

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

The Charter Schools Office may periodically contract with an outside vendor to audit Academy Policies. The Academy shall provide to the University Board or its designee copies of all insurance policy binder sheets for the policies required by this Contract, and will provide the actual policies upon request. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.21 Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University or any of its trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, revoking, suspending or terminating of this Contract or as a result of not issuing a new Contract at the end of the term of the Contract, or placing the Academy on Probationary Status.

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

Section 11.23 Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended lease policies shall automatically apply to the Academy without the need for a Contract amendment under Article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the least agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

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

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

Section 11.24 Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied, and maintains compliance with this Section 11.24. The Academy shall provide to the CSO Director the following:

(a) A copy of the final building occupancy inspection letter from the Michigan Department of Licensing and Regulatory Affairs (LARA) Office of Fire Safety;

(b) An acknowledgment from the Academy that the building has been continuously occupied as a school since the time of the final building occupancy inspection;

(c) Copy of the Academy's approval letter from the local department of public health indicating that the Academy's facilities meet or exceed all applicable sanitation requirements; and

(d) An acknowledgment from the Academy that the building is in compliance with all fire, health and safety standards applicable to schools and that the Academy possesses the necessary occupancy and safety certificates for the Academy's physical facilities.

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

Section 11.25 Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Academy and the Management Agreement must detail the amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies of the Charter Schools Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without the need for a Contract amendment under Article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.26 Environmental Matters.

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

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

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

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

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

(b) Definitions.

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

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

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

B. petroleum;

C. asbestos;

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

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

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

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

Section 11.27 Information Available to the Public; Information to be Provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 8, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.

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

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

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

Section 11.29 Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding and in addition to any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;

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

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

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

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

Section 11.30 Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

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

(i) is employed by the Academy;

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

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

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

ARTICLE XII

GENERAL TERMS

Section 12.1 Notices. Any and all notices permitted or required to be given under this Contract shall be deemed duly given by registered or certified mail with return receipt requested (or by Federal Express or United Parcel Service next day delivery). Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the Board of Trustees of Ferris State University:

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

with a copy to:

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

If to Academy Board:

Curtis Wade
9311 Cloverlawn Ave
Detroit, MI 48204

Section 12.2 Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining

provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void and all other provisions shall remain in full force and effect.

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

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

Section 12.5 Assignment. This Contract is not assignable by the Academy without the prior written consent of the University Board.

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

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

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

Section 12.9 Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of five (5) academic years as determined by resolution of Ferris State University and shall terminate on June 30, 2027 unless sooner terminated according to the terms hereof. Increases in academic achievement for all groups of pupils shall be the most important factor in renewing the contract.

Section 12.10 Indemnification of University. The Academy agrees to indemnify and hold the University and its trustees, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, defamation, economic loss, or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University and its trustees, officers, employees, agents or representatives, which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance of the University Board upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind by either party of its defense of governmental immunity.

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

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

Section 12.13 No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

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

Section 12.15 University Board and CSO Policies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately and amendments to University Board or CSO Policies that are required by Applicable Law which shall apply immediately, University Board or CSO policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy after thirty (30) day's notice, provided they are not inconsistent with provisions of this Contract.

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

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

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

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

Section 12.18 Information Available to the Public.

(a) Information to be Provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described

in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.

(b) Information to be Provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under sub-paragraph (a).

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

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

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

(i) for students enrolled in the Academy, providing such information to any educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;

(ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or

(iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.

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

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

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

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

(i) to the Michigan Department of Education or CEPI;

(ii) to the student's parent or legal guardian;

(iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;

(iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;

(v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;

(vi) to the Academy by the University Board, University, Charter Schools Office;

(vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is eighteen (18) years of age;

(viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;

(ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or

(x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with Section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

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

(i) develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.

(ii) develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for one (1) or more Uses.

(iii) present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.

(iv) if an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23 Confidential Address Restrictions.

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

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

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

Section 12.25 Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under Section 1310 of the Code, MCL 380.1310. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

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

Section 12.27 Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

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

VOYAGEUR ACADEMY

By: _____
Board President

Its: President

Date: 6-21-22

FERRIS STATE UNIVERSITY BOARD OF TRUSTEES

By: _____
University President
or his/her designee

Date: 6/24/22

CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 8th day of June , 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 22060218207

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

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

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

for

VOYAGEUR ACADEMY

ID NUMBER: 758224

received by facsimile transmission on May 21, 2014 is hereby endorsed.

Filed on May 21, 2014 by the Administrator.

This 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 21st day of May, 2014.

Sent by Facsimile Transmission

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

CSCL/CD-511 (Rev. 01/14)

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

Date Received	(FOR BUREAU USE ONLY)
	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
Gerald J. Richter, Attorney and Agent

Address
6050 Livernois

City: Troy | State: MI | ZIP Code: 48098

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.

758-224

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

Voyageur 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 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Complied Laws, the undersigned corporation executes the following restated Articles:

1. The present name of the corporation is: Voyageur Academy
2. The identification number assigned by the Bureau is: 758-224
3. The corporation has used no other names.
4. The date of filing the original Articles of Incorporation was June 25, 1993.
5. Restated Articles of Incorporation were filed on June 10, 2009.

The following Restated Articles of Incorporation supersede the Articles of Incorporation and the Restated Articles of Incorporation filed on June 10, 2009 and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is Voyageur Academy. The authorizing body for the corporation is Ferris State University Board of Trustees.

ARTICLE II

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

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

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

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: $14,158,105.00 -	The real property consists of a building, vacant land and a parking lot.
Personal Property: $1,158,172.00 -	The personal property consists of furniture, books, desks, and equipment to operate the school.

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

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

ARTICLE IV

The address of the registered office is 4321 N. Military, Detroit, Michigan 48210
The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Curtis Wade.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

The corporation and its incorporators, board members, officers, employee, 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 VII

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

ARTICLE VIII

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 IX

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 transition of the business of the corporation.

ARTICLE X

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

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

ARTICLE XI

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

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

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

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

These Restated Articles of Incorporation were duly adopted on the 20th day of May, 2014 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 directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

These Restated Articles of Incorporation shall become effective upon filing.

Curtis Wade, President

CONTRACT SCHEDULE 2

BYLAWS

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VOYAGEUR ACADEMY

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BYLAWS

OF

VOYAGEUR ACADEMY
4321 Military St.
Detroit, MI 48210

ARTICLE I

NAME

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

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Charter Contract and Applicable Law.

Section 2. Method of Selection and Appointment, Etc. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for and other matters pertaining to members of the Academy Board shall comply with the Resolution adopted by the University Board on December 17, 2021.

ARTICLE V

MEETINGS

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

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

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

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

Directors present, by action of a majority, may adjourn and provide a time and place for reconvening the meeting, but shall have no authority to take other action. Notice of such reconvened meeting shall be given as provided by the Open Meetings Act.

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual organizational meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold

office while qualified or until the officer resigns or is removed in the manner provided in Section 3, or until a successor is elected.

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft, or withdrawal by an officer or Director of the corporation, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Ferris State University or impose any liability on Ferris State University, its trustees, officers, employees or agents.

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these bylaws and applicable law, and (b) the written approval of the changes or amendments by the University Board. These Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the University Board.

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan Public School Academy corporation in an open and public meeting, by the Academy Board on 6/21/22
Date

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

Academy Board of Directors Secretary

APPROVED BY:

Designee of University Board

Dated: 6/24/22

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, 2022 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 VOYAGEUR ACADEMY ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract dated July 1, 2022, the University Board, as authorizing body, is the fiscal agent for the Academy, and

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

(a) "Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

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

(c) "Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into on July 1, 2022.

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

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

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

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

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

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

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01 Receipt of School Aid Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02 Transfer to Academy. Except as provided in Article X of the Terms and Conditions of the Contract and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03 Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04 Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board requests permission to direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid

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

ARTICLE III

STATE DUTIES

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

Section 3.02 Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

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

Section 4.02 Expenditure of Funds. An Academy may expend funds from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and, subject to limitations contained in the Contract, may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

Section 5.02 Reports. Upon request of the Academy Board, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of June 30, a written report dated as of June 30 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds for which the University Board acted as Fiscal Agent under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01 Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

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

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

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 **VOYAGEUR ACADEMY**.

By: David Boyne

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

Date: May 6, 2022

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is made and shall become effective as of the 1st day of July, 2022, 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 VOYAGEUR 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, 2022.

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

(a) Request that Ferris State University's chief financial officer conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the University Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.

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

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

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

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

(f) Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, the Academy's performance in meeting its targeted educational goals.

(g) Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including without limitation, the Michigan Consumer and Industry Services' Office of Fire Safety, the Bureau of Construction Codes and local health departments and the Michigan Department of Labor.

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

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

(j) Evaluate whether the Michigan Educational Assessment Program(s), nationally recognized achievement test or other standardized tests, or other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, goals and programs.

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

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

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

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

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

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

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

(e) [Intentionally omitted.]

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

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

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

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

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

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

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

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

(n) If the Academy desires to (i) finance the acquisition by lease, purchase, or other means, of facilities or equipment, in excess of $150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit a written request to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this paragraph, shall submit to the University Charter Schools Office: (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. The CSO Director may disapprove the proposed transaction in his or her sole discretion. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

(o) By June 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the CSO of any changes to the Academy Board public meeting schedule.

Section 2.03 Waiver and Delegation of Oversight Procedures. The University Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of Ferris State University or others.

ARTICLE III

RECORDS AND REPORTS

Section 3.01 Records. The University Board shall keep records of all Oversight Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Academy. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the University Board.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of three percent (3%) of the state school aid payments (pupil foundation fee only) received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 4.02 Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the University Board by this Agreement.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

TRG/Voyageur General Fund JOB DESCRIPTIONS

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

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

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

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

Requirements:

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Vice/Assistant Principal/Dean of Instruction/Dean of Operations
Contract: 12 Months
Reports To: Administrator/Principal
Employed By: TRG

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

Performance Duties:
- Assist the Administrator/Principal in the successful implementation of the Academy instructional and operational programs and administrative leadership.
- Provide leadership and support of the instructional program through evaluation, observation, coaching, mentoring of instructional staff.
- Provide leadership and support of the student assessment program through supervising administration, collection, review, and analytics of student data.
- Provide leadership and support of the educational program through guidance in curriculum, resources, professional development, and teaching strategies programs including Teach Like a Champion.
- Provide leadership and support of the operational functions and culture of the school through the following of the student handbook, staff handbook, Board Policies, TRG Select Standards, FSU, and State and Federal Guidelines.
- Monitor and enforce Academy Code of Conduct and administer discipline as designated.
- Communicate with parents and teachers regarding student academics and behavior.
- Compile data and reports for the Board of Directors as directed by Administrator/Principal.
- Communicate with students and direct them to appropriate resources when necessary.
- Respond and disseminate information related to student discipline and academics to appropriate persons within the Academy.
- Communicate the vision, philosophy and mission of Voyageur Academy to staff, students, parents, community and the media.
- Provide educational leadership.
- Represent Voyageur Academy at formal functions, community and civic affairs as appropriate.
- Implement State of Michigan education codes, rules and regulations as given by the State Board of Education and/or FSU.
- Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- Conduct teacher and student observations, regular consistent daily walk-throughs, and provide support while overseeing the development and implementation of classroom curriculum.
- Create high performance teams of instructional and support staff, parents and community.
- Create an atmosphere of security and trust, as well as, encourage innovation.
- Participate in recruiting, selecting and transitioning new hires.
- Supervise and evaluate direct educational/support, and/or culture teams.
- Maintain complete and accurate records of designated Academy programs.
- Consult with parents/guardians regarding student academic and behavioral progress.

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

- Disseminate information and promote a sense of community involvement between Academy and parents, civic and business community.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by the Administrator/Principal.

Requirements:

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Dean of Family Engagement
Contract: 12 Months
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:
The Dean of Family Engagement is responsible for providing assistance to the Administrator/Principal through creating, coordinating, and maintaining a strong community with regard to family, student, school, and community outreach. He/she will participate in organizing, supervising and evaluating development of student/family recruitment, events, and marketing, while developing a strong presence.

Performance Duties:
- Assist the Administrator/Principal in the successful implementation of the Academy instructional and operational programs through administrative leadership in family and community engagement.
- Coordinate and plan family and community events.
- Seek Academy marketing and branding opportunities.
- Develop community partners that align with our mission, vision, and Academy goals and are mutually beneficial.
- Meet with stakeholders during town hall meetings.
- Lead communications to district families including, but not limited to newsletters, surveys, social media, etc.
- Assist with facility arrangements for use by our community partners.
- Supervise student recruitment and retention to maintain sufficient enrollment for Academy as designated by annual budget.
- Track, monitor, and report enrollment numbers on a weekly/monthly basis as designated.
- Lead student recruitment team all year including summer.
- Communicate the vision, philosophy and mission of Voyageur Academy to staff, students, parents, community and the media.
- Represent Voyageur Academy at formal functions, community and civic affairs as appropriate.
- Implement State of Michigan education codes, rules and regulations as given by the State Board of Education and/or FSU.
- Participate in and conduct workshops, conferences and in-services for professional growth and staff development as designated.
- Create an atmosphere of security and trust, as well as, encourage and support relational capacity.
- Maintain complete and accurate records of designated Academy programs.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by the Administrator/Principal.

Requirements:
- Master's Degree in Education preferred.
- Two (2) years of administrative or comparable experience preferred.
- Evidence of recent and ongoing professional development.

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

- Verbal and written communication skills.
- Ability to communicate in interview; knowledge of current methodologies and research in education and instruction.
- Evidence to support community involvement and leadership.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

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

Job Title: Teacher (Assigned Teaching Area)
Contract: Academy Year
Reports To: Administrator/Principal or designee
Employed By: TRG

Job Summary:
Working in a full-time capacity (unless otherwise designated), the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement. The Teacher will work with an educational team to develop and implement the Academy program and develop and implement engaging and rigorous lessons following the district pacing guides and driven from analysis of student standardized, district, and formative assessment data. The Teacher will implement strategies from Teach Like a Champion to provide a safe, nurturing, orderly, and engaging classroom environment to provide success for all learners.

Performance Duties:
- Develop course objectives and outlines following District/TRG curriculum guidelines and requirements.
- Facilitate and communicate knowledge and strategies for learning to students.
- Prepare and plan lessons, projects and a variety of student assessments in accordance with District/TRG program requirements.
- Administer State/District/Academy approved standardized tests.
- Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies, including TLaC and technology integration.
- Teach rules of conduct and proper etiquette.
- Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- Prepare and disseminate student progress reports to parents.
- Maintain an orderly, secure, engaging, and nurturing classroom environment conducive to learning.
- Supervise students within the Academy setting and on Academy grounds.
- Counsel students regarding academic and behavioral problems.
- Provide consistent and progressive corrective discipline as directed by Administrator/Principal.
- Promote ongoing communication with parents; establish and maintain home-Academy relationship.
- Participate in Academy fundraisers, extra-curricular activities, Academy-wide annual programs and social events.
- Coordinate field trips as designated by Administrator/Principal.
- Implement, maintain, and/or submit all requirements necessary for the special education/MTSS/ELL/ESL/other support process.
- Maintain a positive and professional disposition to support school culture.

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

- Support the school mission, vision, and Academy goals.
- Other duties assigned by Administrator/Principal or designee.

Requirements:

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Counselor
Contract: Academy Year (Extended as necessary)
Reports To: Administrator/Principal or designee
Employed By: TRG

Job Summary:
Under the direction of the Administrator/Principal, the Counselor will assist in the supervision of support staff and facilitate Academy programs. The Counselor/ will also provide personal, social and educational counseling to the students of Voyageur Academy.

Performance Duties:
- Supervise students.
- Counsel students.
- Provide crisis support as necessary.
- Run student group sessions as designated.
- Provide classroom whole group lessons as designated.
- Assist in creating student schedules as designated.
- Establish and maintain communication with parents.
- Develop and facilitate programs and workshops for parents.
- Make home visits as needed.
- Provide referrals to designated agencies as needed.
- Facilitate various groups as needed.
- Implement conflict management groups.
- Provide/lead professional development workshops for staff as designated.
- Write proposals and make application for grants.
- Utilize technology.
- Support teachers and staff in the contact of Child Protective Services as necessary.
- Locate and find resources for families in need of support as necessary.
- Complete Personnel Activity Reports, PARS, as designated.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Assume other duties as assigned by Administrator/Principal.

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Social Worker
Contract: Academy Year (Extended as necessary)
Reports To: Administrator/Principal and/or Special Education Coordinator
Employed By: TRG

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

Performance Duties:
- Supervise students.
- Counsel students.
- Provide crisis support as necessary.
- Run student group sessions as designated.
- Provide classroom whole group lessons as designated.
- Establish and maintain communication with parents.
- Develop and facilitate programs and workshops for parents.
- Make home visits as needed.
- Provide referrals to designated agencies as needed.
- Facilitate various groups as needed.
- Implement conflict management groups.
- Provide/lead professional development workshops for staff as designated.
- Write proposals and make application for grants.
- Utilize technology.
- Provide special education support as indicated in IEPs and directed by the special education coordinator and follow rules and guidelines under IDEA.
- Provide social work evaluations, Functional Behavior Analysis reports, and Behavior Intervention Plans as designated.
- Support teachers and staff in the contact of Child Protective Services as necessary.
- Locate and find resources for families in need of support as necessary.
- Complete Personnel Activity Reports, PARS, as designated.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Assume other duties as assigned by Administrator/Principal or Special Education Coordinator.

Requirements:
- Master's Degree.
- Previous experience in counseling preferred.
- Meet MDE requirements for certification and licensing through state and Office of Special Education/IDEA as applicable.
- Previous experience in program planning and implementation.
- Administrative and organizational experience.
- Ability to motivate and communicate with parents.
- Previous experience in education.

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

- Ability to write proposals and grants and facilitate implementation.
- Satisfactory completion of oral and written interview.
- Proficient in the use of technology.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Program Coordinator (Title 1, MTSS, ELL/ESL, Special Education, Student Achievement, Dean of Intervention)
Contract: Extended Academy Year
Reports To: Administrator/Principal
Employed By: TRG

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

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

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

- Initiate and implement processes for monitoring and evaluating student achievement and growth.
- Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- Create an atmosphere of security and trust, as well as, encourage innovation.
- Participate in recruiting, selecting and hiring of Program staff.
- Supervise and assist in the evaluation of Program staff with Administrator/Principal.
- Maintain complete and accurate records of the entire designated program.
- Consult with parents/guardians regarding student academic and behavioral progress.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by Administrator/Principal or designee.

Requirements:

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

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

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

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

- Initiate and implement processes for monitoring and evaluating student achievement and growth.
- Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- Create an atmosphere of security and trust, as well as, encourage innovation.
- Participate in recruiting, selecting and hiring of Program staff.
- Supervise and assist in the evaluation of Program staff with Administrator/Principal.
- Maintain complete and accurate records of the entire designated program.
- Consult with parents/guardians regarding student academic and behavioral progress.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by Administrator/Principal or designee.

Requirements:

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

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

Job Summary:
Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the Academy.

Performance Duties:
- Compose and transcribe correspondence, bulletins, and memorandums, utilizing computer word processing programs.
- Proficient in Microsoft Office Suite/Apple supported programs.
- Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- Compile data for state and federal reports.
- Professionally and positively greet and screen visitors.
- Receive and screen telephone calls and accurately record messages.
- Maintain Academy's calendar of events.
- Communicate with students and direct them to appropriate staff members when necessary.
- Respond to and disseminate information related to general activities and operations of the Academy.
- Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- Arrange meetings and conferences; schedule interviews and appointments.
- Establish, maintain and revise record keeping.
- Handle collection and submission of financial documents to TRG finance department.
- Collect and report payroll to TRG HR department as designated.
- Provide, collect, submit HR paperwork to TRG HR department as designated.
- Create, maintain, and submit State pupil accounting, assessment, staffing, reports, etc. as designated.
- Classify and sort mail, files, correspondence and documents.
- Accept and keep record of transactions as designated.
- Assist in ordering Academy supplies and textbooks as designated.
- Assist in accounts payable as designated.
- Implement student enrollment procedures and processes as designated.
- Attend workshops or professional development as designated.
- Organize schedules, calendars, substitute staffing as designated.
- Provide training to school staff on reporting needs or procedures as designated.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Assume other duties as assigned by the Administrator/Principal/TRG/Superintendent.

Requirements:
- High school diploma or equivalent; business Academy or college course work preferred.
- Previous secretarial experience (minimum 2-3 years) preferred.
- Strong verbal and written skills.

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

- Strong organization skills.
- Ability to maintain discretion.
- Self-motivated.
- Computer proficiency and ability to operate standard office equipment.
- Satisfactory completion of interview.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Administrative Assistant
Contract: Extended Academy Year
Reports To: Office Manager/Administrator/Principal
Employed By: TRG

Job Summary:
Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the Academy.

Performance Duties:
- Compose and transcribe correspondence, bulletins, and memorandums, utilizing computer word processing programs.
- Proficient in Microsoft Office Suite/Apple supported programs.
- Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- Compile data for state and federal reports.
- Professionally and positively greet and screen visitors.
- Receive and screen telephone calls and accurately record messages.
- Maintain Academy's calendar of events.
- Communicate with students and direct them to appropriate staff members when necessary.
- Respond to and disseminate information related to general activities and operations of the Academy.
- Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- Arrange meetings and conferences; schedule interviews and appointments.
- Establish, maintain and revise record keeping.
- Handle collection and submission of financial documents to TRG finance department.
- Collect and report payroll to TRG HR department as designated.
- Provide, collect, submit HR paperwork to TRG HR department as designated.
- Create, maintain, and submit State pupil accounting, assessment, staffing, reports, etc. as designated.
- Classify and sort mail, files, correspondence and documents.
- Accept and keep record of transactions as designated.
- Assist in ordering Academy supplies and textbooks as designated.
- Assist in accounts payable as designated.
- Implement student enrollment procedures and processes as designated.
- Organize schedules, calendars, substitute staffing as designated.
- Attend workshops or professional development as designated.
- Provide training to school staff on reporting needs or procedures as designated.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Assume other duties as assigned by the Office Manager/Administrator/Principal.

Requirements:
- High Academy diploma or equivalent; business Academy or college course work preferred.
- Previous secretarial experience (minimum 2-3 years).
- Strong verbal and written skills.

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

- Strong organization skills.
- Ability to maintain discretion.
- Self-motivated.
- Computer proficiency and ability to operate standard office equipment.
- Satisfactory completion of typing test and written and oral interview.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Secretary/Receptionist
Contract: Extended Academy Year
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:
Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the Academy.

Performance Duties:
- Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- Proficient in Microsoft Office Suite/Apple supported programs.
- Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- Professionally and positively greet and screen visitors.
- Monitor Students waiting for Administrator or Parent pick up.
- Manage student, staff, and administrator schedules/calendar.
- Arrange substitute staffing needs as designated.
- Receive and screen telephone calls and accurately record messages.
- Communicate with students and parents and direct them to appropriate staff members when necessary.
- Respond to and disseminate information related to general activities and operations of the Academy.
- Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- Arrange meetings and conferences; schedule interviews and appointments as designated.
- Establish, maintain and revise record keeping as designated.
- Classify and sort mail, files, correspondence and documents.
- Accept and keep record of transactions.
- Assist in ordering Academy supplies and textbooks.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Assume other duties as assigned by the Administrator/Principal.

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

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

Job Summary:
Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the Academy.

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

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

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

Job Summary:
Under supervision of Administrator/Principal, maintain Academy and Academy grounds, performing a wide range of cleaning, maintenance and repair duties.

Performance Duties:
- Keep building safe, clean, and sanitary.
- Maintain positive presentation of facility including remove graffiti, patch and repair, paint as needed.
- Perform routine maintenance – replace light bulbs, repair leaky faucets, move office and classroom furniture.
- Inspect stairways, doors, furniture, playground equipment, windows, alarms, locks, lockers for safe working condition daily/weekly.
- Notify Administrator/Principal or designee of repair needs.
- Keep surrounding grounds free from litter and all inappropriate material.
- Repair equipment as needed.
- Make deliveries as needed.
- Receive and transport deliveries to designated locations.
- Clean and sanitize cafeteria daily.
- Clean and sanitize restrooms twice per day or more as needed.
- Clean and restore areas as needed in the event of student illness or spill.
- Notify the Administrator/Principal immediately of student, staff, parent, or visitor or facility presenting potential danger.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Handle all electrical, plumbing, carpentry and other general maintenance repairs.
- Assume other duties as assigned by the Administrator/Principal/TRG/Superintendent.

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Para-Professional (Classroom or School Support)
Contract: Academy Year
Reports to: Administrator/Principal or Program Coordinator/Director
Employed By: TRG

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

Performance Duties:
Assist the classroom Teacher to do the following:

- Facilitate and communicate knowledge and strategies for learning to students.
- Prepare projects.
- Implement intervention lesson plans with individual or small groups of students.
- Review and utilize student assessment data to guide small group or individual teaching to struggling learners.
- Participate in professional development.
- Follow designated schedules for teaching and assessments.
- Support Academy assessment protocols.
- Assist teachers and students to support successful teaching and learning in the classroom.
- Demonstrate competency in assigned subject areas and the use of multiple teaching strategies and technology.
- Teach rules of conduct and proper etiquette
- Supervise students within the Academy setting and on Academy grounds.
- Support students regarding academic and behavioral challenges.
- Notify teacher of student needing corrective disciplinary action.
- Participate in Academy fundraisers, extra-curricular activities, Academy-wide annual programs and social events.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties assigned by the classroom Teacher/Program Coordinator/Director/Administrator/Principal.

Requirements:

- Associate Degree or equivalent of 60 credit hours or pass competency test.
- Highly Qualified under ESSA.
- Experience preferred.
- Ability to work with students
- Ability to work in a team.
- Willingness to participate in professional development.
- Satisfactory completion of interview.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Dean of Culture
Contract: Academy Year (Extended as designated)
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:
Coordinate the Restorative Practices program.

Performance Duties:
- Assist Administrator/Principal or designee with student discipline with the Restorative Practices Program and/or PBIS.
- Coordinate and direct the Restorative Practices Program and/or PBIS in line with the Student Code of Conduct.
- Develop student behavior contracts.
- Maintain log of students served through the Restorative Practices Program and/or PBIS.
- Communicate with parents and Teachers regarding student behavior.
- Compile data and reports for the Administrator/Principal or designee.
- Communicate with students and direct them to appropriate resources when necessary.
- Follow the protocols for Restorative Practices, Disciplinary Referrals, TLaC, Disciplinary Hearings, Student Code of Conduct, in line with Voyageur Board Policies and TRG Select Standards.
- Respond and disseminate information related to student discipline to appropriate persons within the Academy.
- Establish, maintain and revise record keeping.
- Participate in Academy fundraisers, extra-curricular activities, Academy-wide annual programs and social events.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Assume other duties as assigned by the Administrator/Principal or Designee.

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Alumni Success Coach/MCAN Counselor/Special Education Transition Coach
Contract: Academy Year (Extended as designated)

Reports To: Administrator/Principal or Designee
Employed By: TRG

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

Performance Duties:

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

- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties and responsibilities as assigned by Administrator/Principal or Designee.

Traits of Academy Alumni Success Coach/MCAN Counselor/Special Education Transition Coach:

- Strong analytical, communication and writing skills.
- Ability to work well with students and their families and colleagues.
- Ability to travel via auto and air to support college students.
- A high threshold for stress and a tireless commitment to excellence in all endeavors.
- A "Whatever it Takes" attitude.

Supervisory Responsibilities:
This position does not have any supervisory responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

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

Job Summary:
Provide participating K-12th grade students with before and after Academy services that are aligned and support the education they receive throughout the Academy day.

Performance Duties:
- Provide structured atmosphere incorporating lessons and approaches used in the classroom.
- Communicate, collaborate and cooperate with colleges, supervisors and students.
- Consult, as appropriate, with the principal or department or grade level head.
- Follow all district and individual Academy policies, rules and procedures of Academy.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Any other duties as assigned by Administrator/Principal or Designee.

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Food Service Staff
Contract: Academy Year
Reports To: The Romine Group, Inc. ("TRG")
Employed By: TRG
Job Summary:
Oversees the food service program according to policies and procedures, and federal/state requirements. Develops and maintains high standards of food preparation and service with emphasis on menu appeal and nutritional value. Maintains high standards of sanitation and safety. Maintains records of income and expenditures, food, supplies and equipment. Facilitates cooperation with education partners such as administrators, Teachers, parents and students.

Performance Duties:
- Plan and analyze menus to ensure that USDA meal patterns and nutritional requirements are met.
- Plan menu adaptations for children with special needs.
- Maintain a purchasing system consistent with USDA purchasing guidelines.
- Adhere to federal and state regulations regarding nutritional standards, reports and records. Prepare and maintain all records for required audits and reviews.
- Oversee the administration of free, reduced price meals according to federal regulations.
- Assess customer preferences to facilitate program improvement.
- Ensure that established sanitation and safety and production records are completed daily.
- Promote the Academy nutrition services to students, parents, other Academy personnel, and the community.
- Confer with federal, state and local Academy officials to develop curricula and establish guidelines for educational programs.
- Participate in workshops and conferences for professional growth and staff development.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Any other duties as assigned by Administrator/Principal or Designee.

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

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

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

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

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

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

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

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

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

Requirements:
- Bachelor's degree.

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

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

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Intervention Specialist/MTSS Intervention Teacher/ELL/ESL Intervention Teacher
Contract: Academy Year (Extended as designated)
Reports To: Program Coordinator
Employed By: TRG

Job Summary:
Interventionist is responsible for providing small group or one-on-on instructional instruction to assigned struggling students as directed by the Program Coordinator. He/she is also responsible for the teaching and learning of the academically struggling students. He/she will organize and implement modified/individual curriculum, lessons, and assessments and support, team-teach, and/or coach classroom teachers of struggling students as designated and provide updated communication to Program Coordinator, classroom teacher, and parents as designated.

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

- Initiate and implement processes for monitoring and evaluating student achievement and growth.
- Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- Create an atmosphere of security and trust, as well as, encourage innovation.
- Consult with parents/guardians regarding student academic and behavioral progress.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by Administrator/Principal or Program Coordinator.

Requirements:

- Associate Degree or equivalent of 60 credit hours or pass competency test.
- Bachelor Degree preferred.
- Teaching Certificate preferred.
- Knowledge/Proficiency of ELL/ESL/or Language preferred as appropriate for Program placement.
- Highly Qualified under ESSA.
- Experience preferred.
- Ability to work with students
- Ability to work in a team.
- Willingness to participate in professional development.
- Satisfactory completion of interview.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

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

Job Title: Behavior Coach
Contract: Academy Year
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:
The Behavior Coach is responsible for providing assistance to the Principal, Vice Principal, Dean of Culture, and Staff for operational and disciplinary supervision. He/she will participate in all roles associated with the supervision of student behavior including restorative practices.

Performance Duties:
- Monitor and Enforce Academy Code of Conduct and administer discipline.
- Implement the Restorative Practices Program and/or PBIS.
- Develop student behavior contracts.
- Maintain log of students receiving support from Administrator/Principal or Dean of Culture.
- Communicate with parents and teachers regarding student behavior.
- Compile data and reports for the Principal or Dean of Culture.
- Communicate with students and direct them to appropriate resources when necessary.
- Respond and disseminate information related to student discipline to appropriate persons within the Academy.
- Establish, maintain and revise record keeping.
- Communicate the vision, philosophy and mission of Voyageur Academy to staff, students, parents, community and the media.
- Provide student management support to teaching staff through guidance, meetings, and feedback from observations.
- Implement State of Michigan education codes, rules and regulations in accordance with restorative practices and safe school discipline as given by the State Board of Education and/or FSU.
- Create an atmosphere of security and trust, as well as, encourage respect and relational capacity.
- Maintain complete and accurate records of designated Academy programs.
- Consult with parents/guardians regarding student academic and behavioral progress.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by Academy Administrator/Principal or Dean of Culture.

Requirements:
- High School Diploma required.
- Associate Degree or equivalent of 60 credit hours or pass competency test preferred.
- Training in restorative practices, behavior and culture, similar preferred.
- Experience working with student behavior support preferred.
- Ability to work with students of all ages.
- Ability to work in a team atmosphere.

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

- Willingness to participate in professional development.
- Satisfactory completion of interview.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Security Guard
Contract: Academy Year (Extended as designated)
Reports To: Administrator/Principal
Employed By: TRG

Job Summary:
The Security Guard is responsible for providing assistance to the Academy for operational and security supervision. He/she will participate in all roles associated with the supervision of providing a safe Academy environment inside and outside the facility.

Performance Duties:
- Monitor the facility and grounds as designated.
- Notify the Administrator/Principal or Designee of suspicious behavior.
- Direct individuals in accordance with safe Academy facility and grounds guidelines.
- Notify authorities if immediate danger presents.
- Act in accordance to always ensure the safety of students, staff, and Academy visitors.
- Compile data and reports for the Principal or Dean of Culture.
- Communicate with students and direct them to appropriate resources when necessary.
- Maintain and provide logs of appropriate information as designated.
- Provide student management support to as designated to maintain a safe and orderly environment.
- Conduct security rounds throughout the facility and grounds as designated.
- Create an atmosphere of security and trust, as well as, encourage respect and relational capacity.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by Academy Administrator/Principal or Designee.

Requirements:
- High School Diploma required.
- Training in school safety security or similar preferred.
- Experience working with student behavior support and/or security preferred.
- Ability to work with people of all ages.
- Ability to work in a team atmosphere.
- Ability to maintain emotional constancy.
- Ability to manage high stress and crisis situations.
- Satisfactory completion of interview.
- Criminal Records clearance.
- Unprofessional Conduct clearance.

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

TRG/Voyageur General Fund JOB DESCRIPTIONS

Job Title: Superintendent/Assistant
Contract: 12 Months
Reports To: The Romine Group, Inc. ("TRG")
Employed By: TRG

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

Performance Duties:
- Communicate the vision, philosophy and mission of the Academy to staff, students, parents, community and the media.
- Develop a plan for achieving the Academy's vision and establish annual objectives and strategies.
- Administer fiscal planning activities.
- Develop and manage the Academy budget.
- Represent the Academy at Board of Directors' meetings and provide educational leadership.
- Represent the Academy at formal functions, community and civic affairs.
- Implement State education codes, rules and regulations as given by the State Board of Education and/or FSU.
- Prepare or approve manuals, guidelines and reports on State educational policies and practices for distribution to the Academy.
- Confer with federal, state and local school officials to develop curricula and establish guidelines for educational programs.
- Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- Initiate and implement processes for monitoring and evaluating student achievement and growth.
- Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- Create high performance teams of instructional and support staff, parents and community.
- Create an atmosphere of security and trust, as well as, encourage innovation.
- Recruit, select and hire Administrator/Principal.
- Guide recruitment, selection, hiring, and disciplinary procedures of Academy staff.
- Supervise and evaluate Administrator/Principal.
- Guide supervision and evaluation of instructional, operational, culture, and support staff.
- Maintain complete and accurate records of the entire Academy program.
- Consult with parents/guardians regarding Academy academic and behavioral progress as needed.
- Facilitate the dissemination of information and promote a sense of community involvement between Academy and parents and the civic and business communities.
- Guide/Participate in disciplinary hearing procedures for serious behavior infractions as needed.
- Maintain a positive and professional disposition to support school culture.
- Support the school mission, vision, and Academy goals.
- Other duties as assigned by TRG.

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

Requirements:

- Bachelor's degree required; master's degree in education preferred.
- To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an Michigan Department of Education ("MDE")-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].
- Meet ESSA requirements, as applicable.
- Exemplary teaching experience.
- Two (2) years of administrative or comparable experience preferred.
- Evidence of recent and ongoing professional development.
- Evidence of recent roles as conference workshop facilitator or presenter.
- Verbal and written communication skills.
- Ability to communicate in interview
- Knowledge of current methodologies and research in education and instruction.
- Evidence to support community involvement and leadership.
- Criminal records clearance.
- Unprofessional conduct clearance.

TRG Superintendent Job Description

The role of the Superintendent is to ensure that all needs of the school are met including the mission and goals of the school. The Superintendent is directly responsible for overseeing the following:

Education Program: The superintendent is responsible for ensuring that the TRG educational program requirements are implemented. If assistance is needed, the Superintendent is responsible for informing the TRG Educational Department.

Finance: The superintendent is responsible for ensuring that the finances positively support the school. They should lead the process of creating the annual budget and monitor its implementation with regard to purchasing, grants, and operations expenditures. If assistance is needed they are responsible for informing the TRG Finance Department.

Operations: The superintendent is responsible for ensuring there is effective day to day functioning of the school. They should guide the school leadership to support the staff, students, and parents through procedure development and implementation. Additionally, they should oversee the infrastructure of the school. If assistance is needed, they are responsible to inform the appropriate TRG personnel such as the Technology Director, Facility Director, Operations Vice President.

Human Resources: The superintendent is responsible for ensuring the school is adequately and effectively staffed and meets the guidelines required for staffing. They should oversee the

approval and implementation of the hiring and terminating processes. If assistance is needed, they are responsible for informing the Human Resources Director.

Specific Responsibilities include:

- Being Present in the School Building at minimum 2-3 days/wk
- Attending Monthly Board Meetings
- Evaluating School Principal
- Implementing TRG Processes and Procedures
- Assessing School Problems and Facilitating Solutions
- Reporting to appropriate TRG staff the status and needs of the school

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

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6

PHYSICAL FACILITIES ACKNOWLEDGEMENT

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

2. Description and Address of the Academy

Description

The Voyageur Academy K-2 facility is a school building of solid brick construction. The school building contains seven classrooms. There are six classrooms housed in a modular configuration. A library/media center will be provided.

Address:

4321 Military St
Detroit, MI 48210

Voyageur College Preparatory High School houses grades 3-12 in a two-story building with 110,000 square feet including 42 classrooms, two gymnasiums, one cafeteria, four science labs, and two media/technology centers. It is primarily concrete construction and is designed for energy efficiency.

Address:

4366 Military St
Detroit, MI 48210

Voyageur College Preparatory Trade School will provide an additional 14 student classrooms, student bathrooms, and provide 7 learning bays to be home to the hands-on learning portion of the CTE program. It is a two-story building that is primarily concrete construction and designed for energy efficiency.

Address:

6101 Cook St
Detroit, MI 48210

Name of Local School District: Detroit Public School Community District

Name of Intermediate School District: Wayne County RESA

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

A. Site of Building – as stated above
B. Floor Plan – see attached
C. Description of Rooms – on file at Ferris State University Charter Schools Office and at the Academy
D. Copy of lease or purchase agreement – on file at Ferris State University Charter Schools Office and at the Academy
E. Name of local school district in which school will be located – as stated above
F. Name of Intermediate School District in which school will be located – as stated above

LEGAL DESCRIPTION

Parcel 1: Beginning at the intersection of the Northerly line of Michigan Avenue (120 feet wide) with the West line of Private Claim 171, said point also being the Southeasterly corner of Lot 5 of Plat of Mrs. Christine F. Traelurs Subdivision, according to the plat thereof as recorded in Liber 9 of Plats, page 68, Wayne County Records, proceeding thence from the point of beginning North 30 degrees 41 minutes 25 seconds West along the West line of Private Claim 171 and the East line of said plat of Mrs. Christine F. Traelurs Subdivision, 863.45 feet to a point on the South Line of Buchanan Street (variable width); thence North 59 degrees 18 minutes 33 seconds East along the South line of Buchanan Street, 69.00 feet to the Northeasterly corner of said CSX property; thence South 30 degrees 43 minutes 24 seconds East along the Easterly line of said CSX property, a distance of 899.73 feet to a point on the Northerly line of Michigan Avenue (120 feet wide) said point being the Southwesterly corner of Lot 1 of J. Bushey Subdivision No 3., according to the plat thereof as recorded in Liber 3 of Plats, page 79 as occupied; thence South 86 degrees 52 minutes 00 seconds West along the North line of Michigan Avenue, 78.42 feet to the point of beginning.

Parcel 2: The West 35 feet of Lot 14 and the West 35 feet of the South 29.98 feet of Lot 13, Block D, Subdivision of a portion of Private Claim 171, confirmed to Joseph Livernois, Jr., lying North and adjacent to the Chicago Road and adjacent to the West side of said Claim, according to the recorded plat thereof as recorded in Liber 2, page 6 of Plats, Wayne County Records.

Parcel 3: Lots 9 through 13, both inclusive, J. Busheys Subdivision No. 3 being part of Private Claim No. 171 North of Michigan Avenue, also that part of vacated Howell Street lying West of and adjacent to Lots 13 and 14, Block D, Subdivision of a portion of Private Claim 171, also all of the vacated alley lying North of Lot 13 of J. Busheys Subdivision No. 3, according to the recorded plat thereof, as recorded in Liber 3, page 79 of Plats, Wayne County Records.

Parcel 4: The North 35.49 feet of Lot 3, all of Lots 4 through 8, both inclusive, J. Busheys Subdivision No. 3 being part of Private Claim No. 171 North of Michigan Avenue, according to the recorded plat thereof, as recorded in Liber 3, page 79 of Plats, Wayne County Records.

Parcel 6: The West 35 feet of the East 68 feet of Lot 14 and the West 35 feet of the East 68 feet of the South 29.98 feet of Lot 13, Block D, Subdivision of a portion of Private Claim 171, according to the plat thereof as recorded in Liber 2, page 6 of Plats, Wayne County Records.

Parcel 7: The East 33 feet of Lot 14, also the East 33 feet of the South 29.98 feet of Lot 13, Block D, Subdivision of a portion of Private Claim 171, according to the plat thereof as recorded in Liber 2, page 6 of Plats, Wayne County Records.

Parcel 8: Lots 57 through 60, both inclusive and the South 4.85 feet of Lot 61, Kent and Hurd's Subdivision, according to the plat thereof as recorded in Liber 6, page 66 of Plats, Wayne County Records.

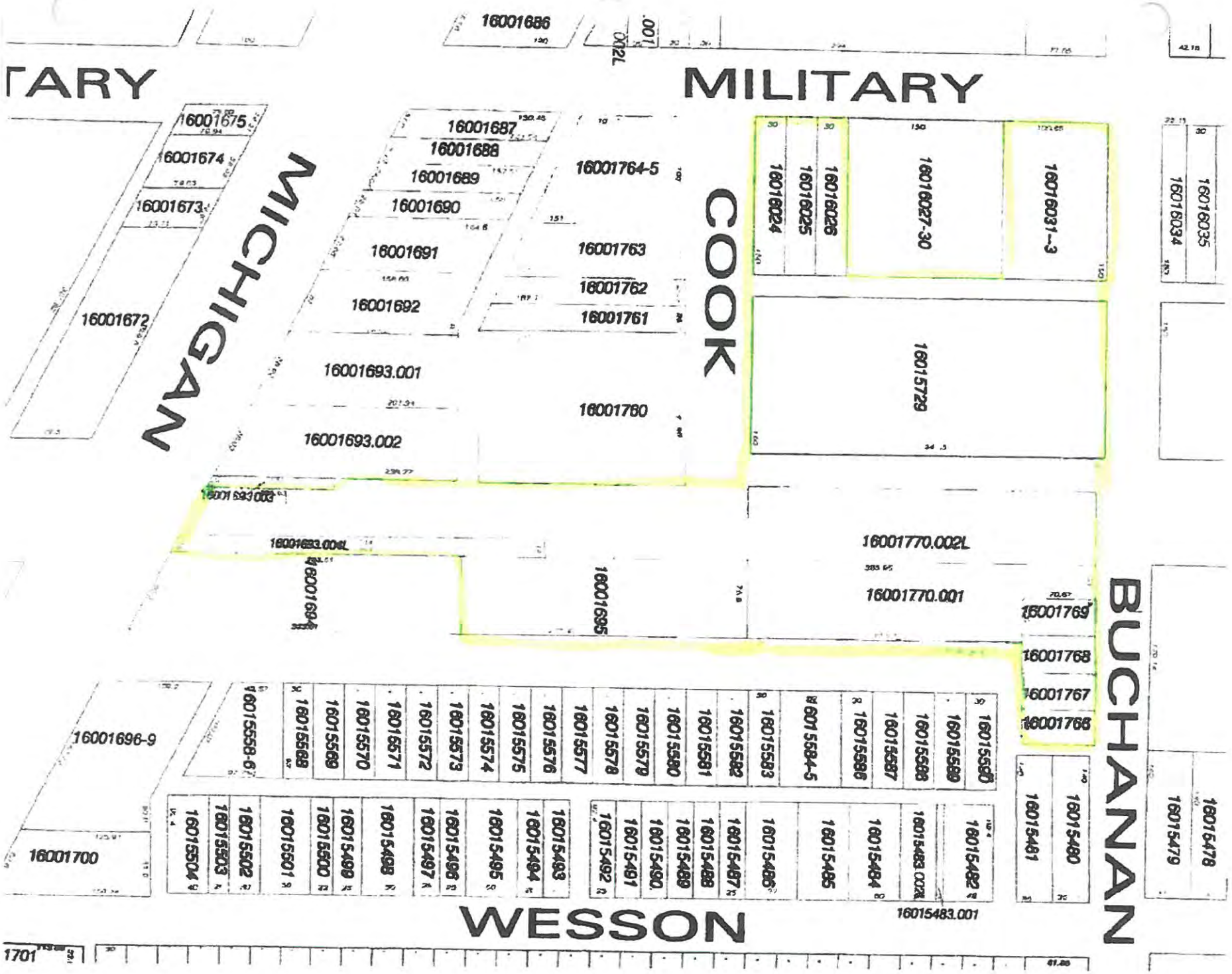
Parcel 9: Lot 51, Kent and Hurd's Subdivision, according to the plat thereof as recorded in Liber 6, page 66 of Plats, Wayne County Records.

Parcel 10: Lot 50, Kent and Hurd's Subdivision, according to the plat thereof as recorded in Liber 6, page 66 of Plats, Wayne County Records.

Parcel 11: Lot 49, Kent and Hurd's Subdivision, according to the plat thereof as recorded in Liber 6, page 66 of Plats, Wayne County Records.

Parcel 12: The South 5.50 feet of Lot 80 and Lots 81 through 92, both inclusive and vacated Hammond Avenue adjacent to said Lots, Kent and Hurd's Subdivision, according to the plat thereof as recorded in Liber 6, page 66 of Plats, Wayne County Records.

Parcel 13: West 25.70 feet of North 1/2 of Lot 76 and North 1/2 of Lot 77, Plat of the Subdivision of the Estate of Stephen Livernois, according to the plat thereof as recorded in Liber 180, pages 341, 343, 344 and 345 of Plats, Wayne County Records.


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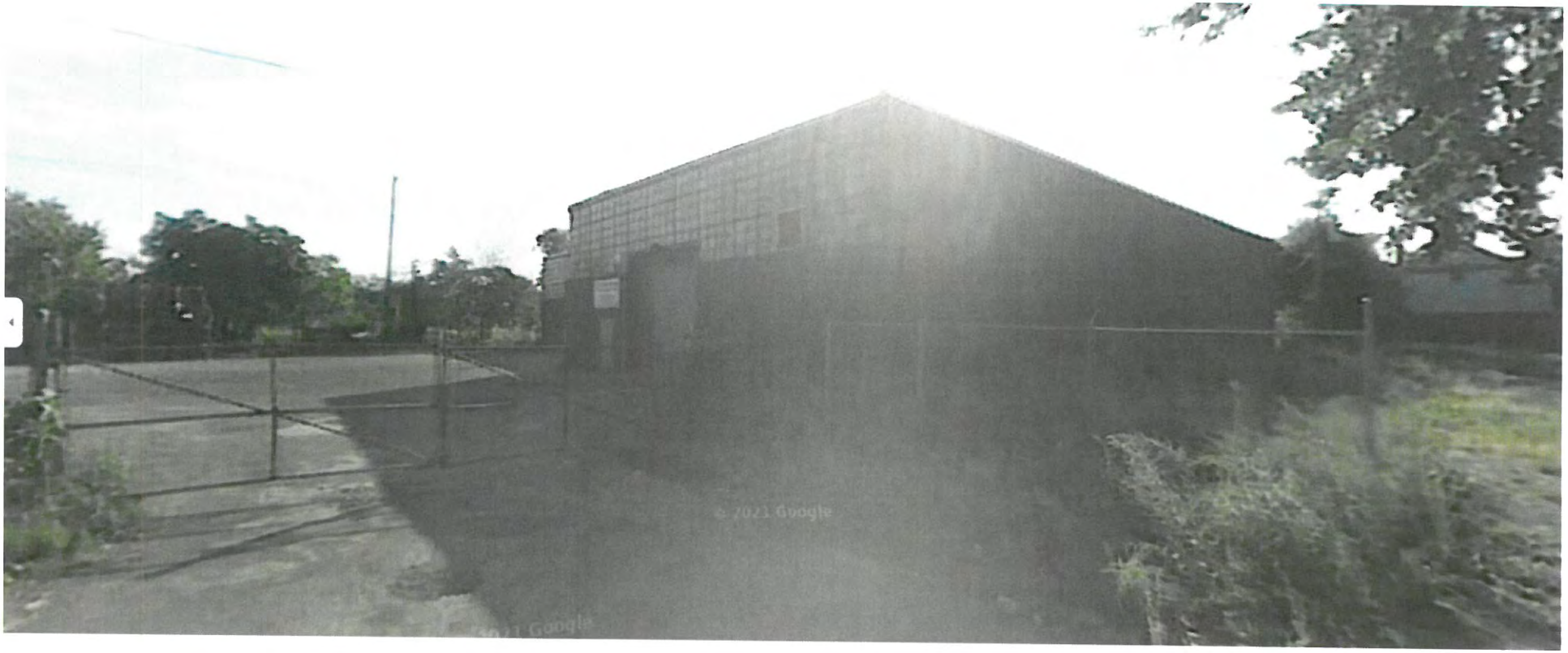
PROPERTY RECORD

This page contains information about the property located at 6101 Cook St, Detroit, MI, 48210.

6101 Cook St, Detroit, MI 48210

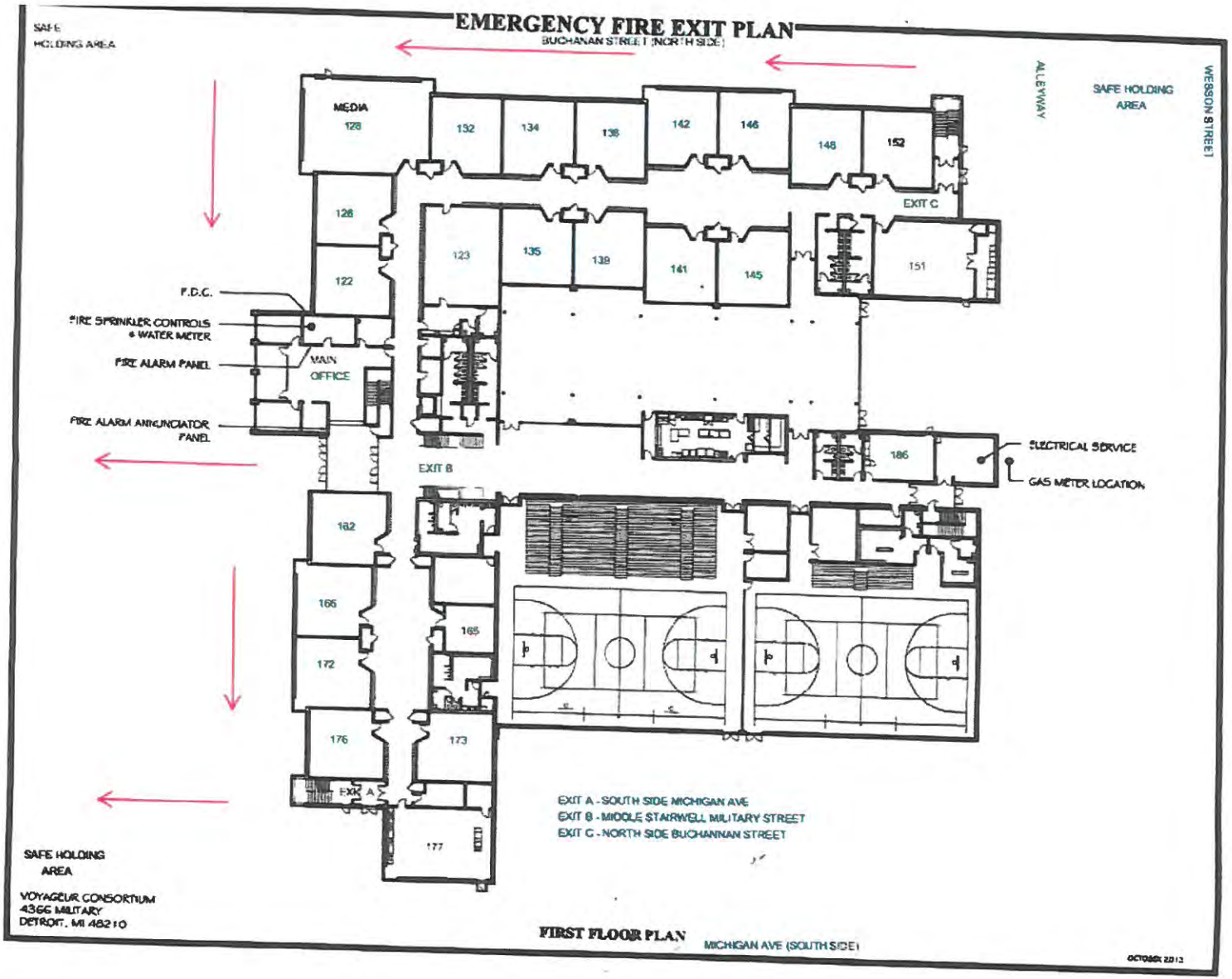


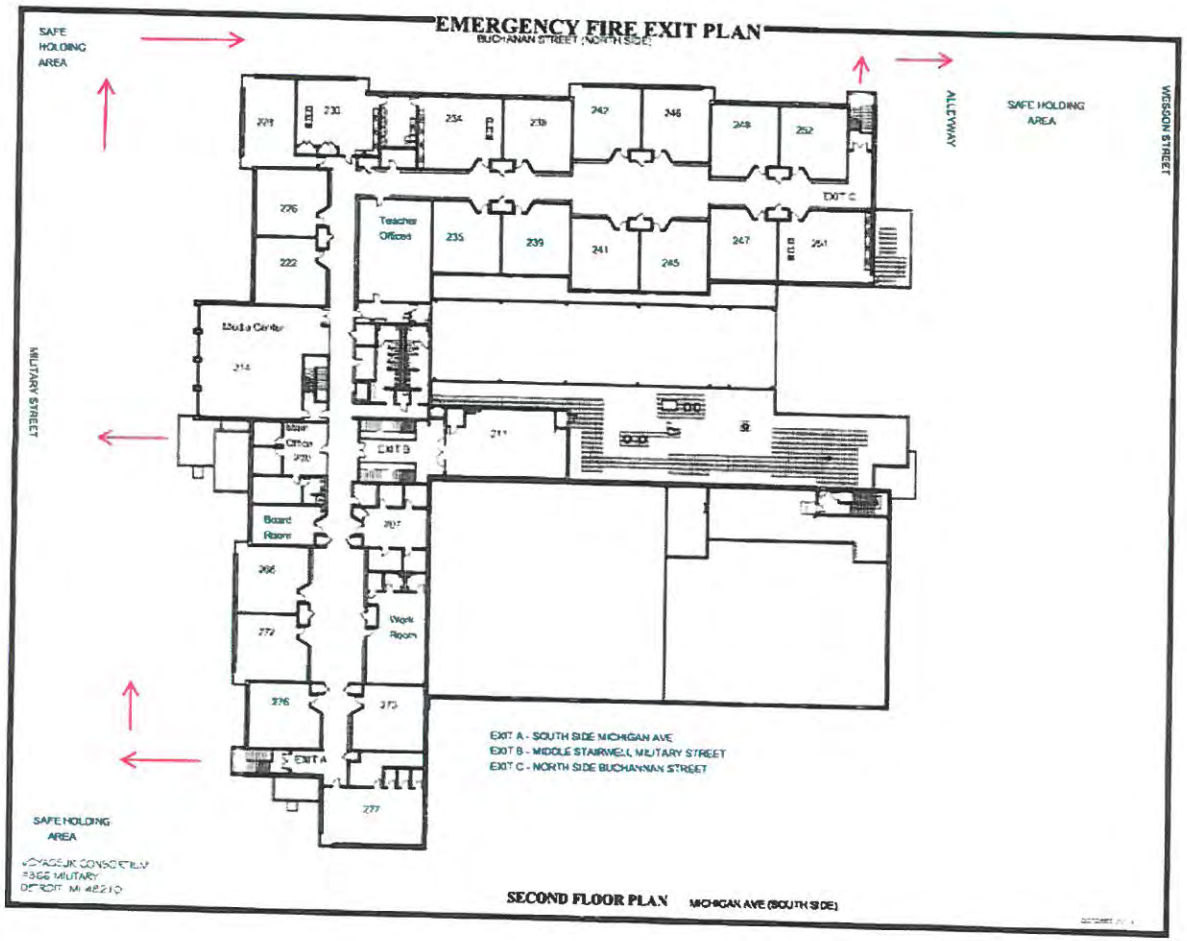


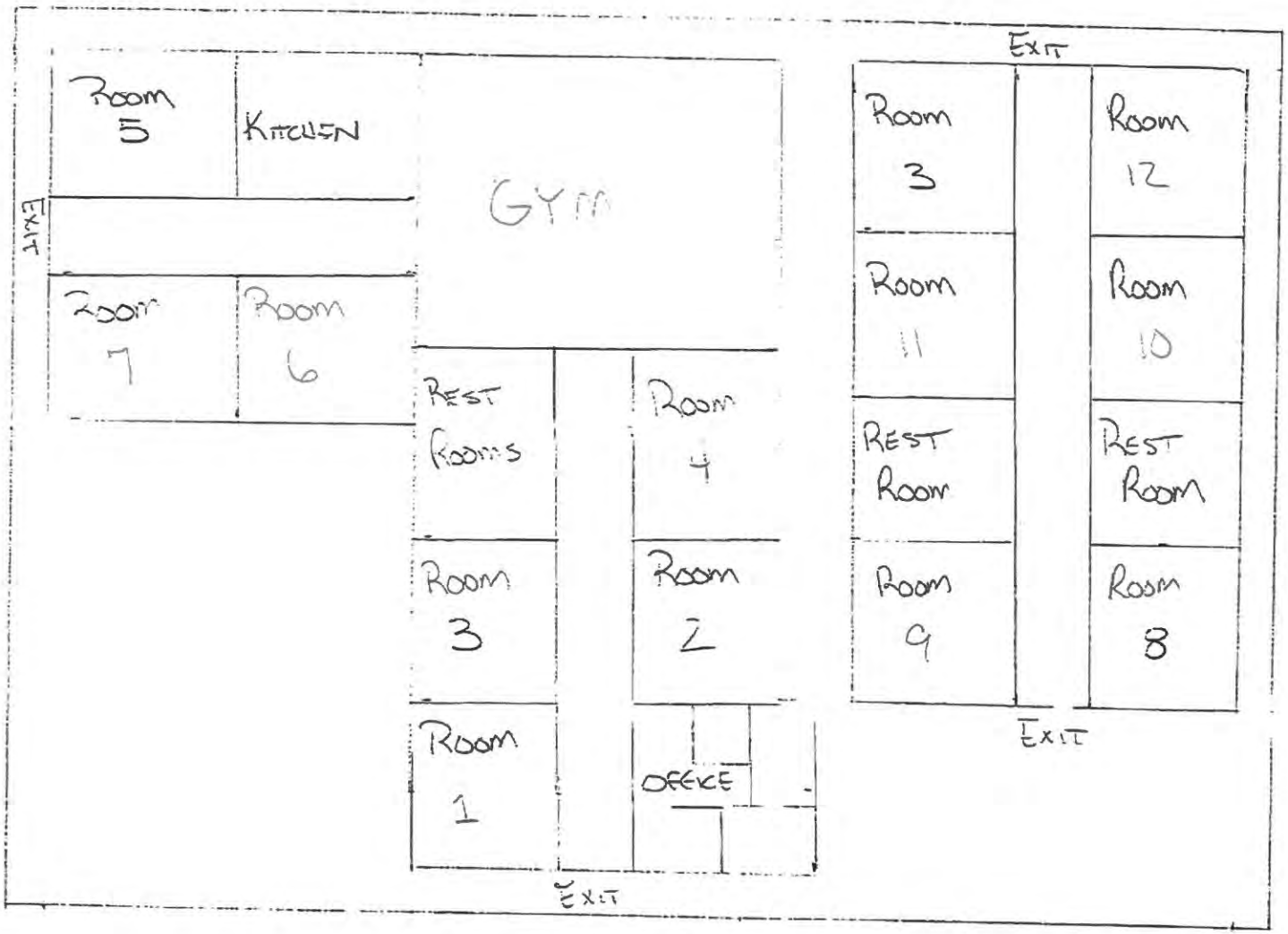


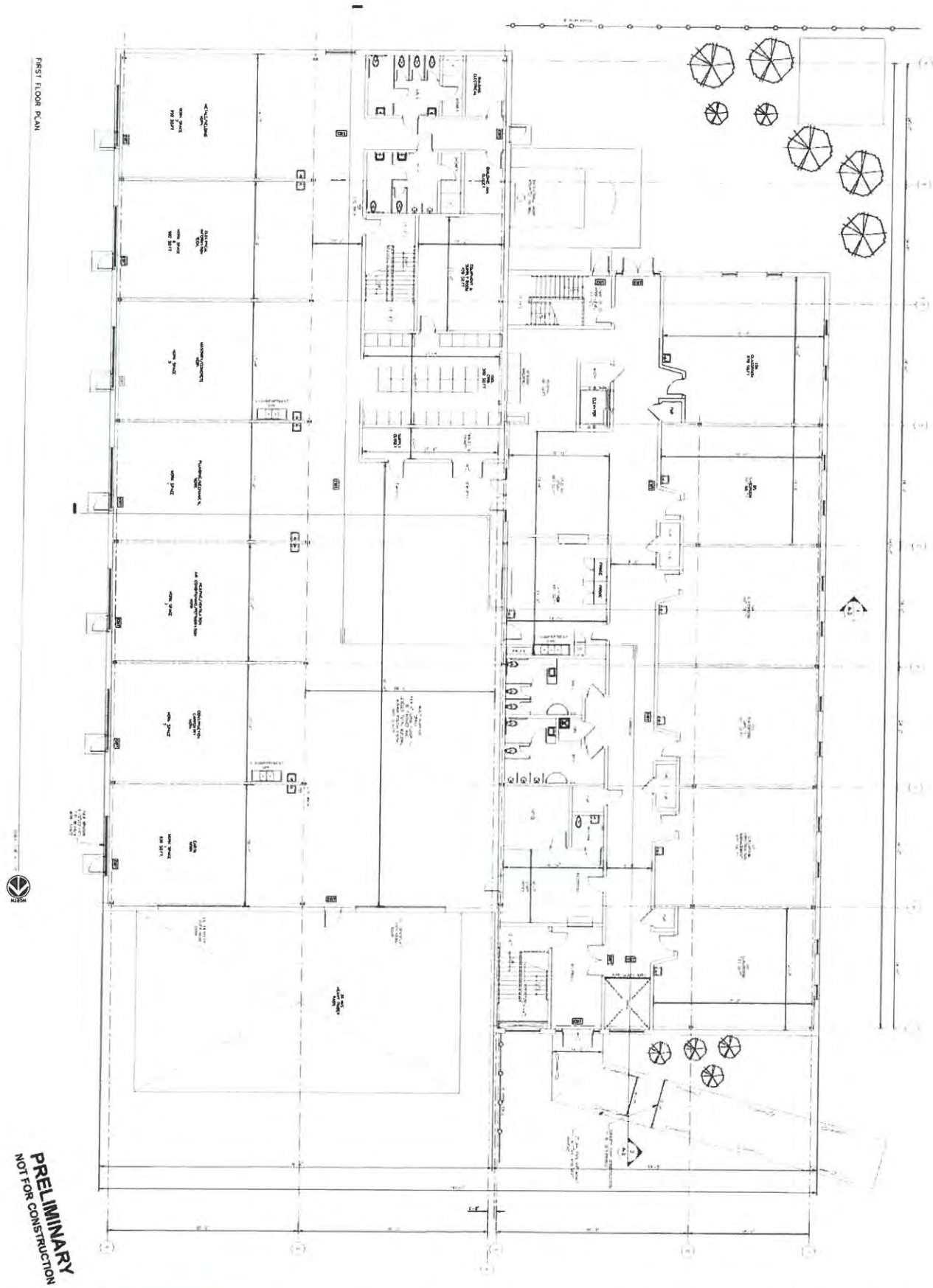
6101 Cook St
Detroit MI 48210

Voyageur Academy
Floor Plan


EMERGENCY FIRE EXIT PLAN
BUCHANAN STREET (NORTH SIDE)
SAFE HOLDING AREA
ALLEYWAY
SAFE HOLDING AREA
WESSON STREET
MEDIA 128
132
134
138
142
146
148
152
EXIT C
126
122
123
135
139
141
145
151
F.D.C.
FIRE SPRINKLER CONTROLS & WATER METER
FIRE ALARM PANEL
MAIN OFFICE
FIRE ALARM ANNUNCIATOR PANEL
EXIT B
186
ELECTRICAL SERVICE
GAS METER LOCATION
182
166
172
176
165
173
EXIT A
177
EXIT A - SOUTH SIDE MICHIGAN AVE
EXIT B - MIDDLE STAIRWELL MILITARY STREET
EXIT C - NORTH SIDE BUCHANNAN STREET
SAFE HOLDING AREA
VOYAGEUR CONSORTIUM
4366 MILITARY
DETROIT, MI 48210
FIRST FLOOR PLAN
MICHIGAN AVE (SOUTH SIDE)
OCTOBER 2012


EMERGENCY FIRE EXIT PLAN
BUCHANAN STREET (NORTH SIDE)
SAFE HOLDING AREA
ALLEYWAY
SAFE HOLDING AREA
WESSON STREET
MILITARY STREET
Teacher Offices
Board Room
Work Room
EXIT A
EXIT B
EXIT C
EXIT A - SOUTH SIDE MICHIGAN AVE
EXIT B - MIDDLE STAIRWELL MILITARY STREET
EXIT C - NORTH SIDE BUCHANNAN STREET
SAFE HOLDING AREA
SECOND FLOOR PLAN MICHIGAN AVE (SOUTH SIDE)


Room 5
Kitchen
GYM
Exit
Room 7
Room 6
Rest Rooms
Room 4
Room 3
Room 2
Room 1
Office
Exit
Exit
Room 3
Room 12
Room 11
Room 10
Rest Room
Rest Room
Room 9
Room 8
Exit



PRELIMINARY
NOT FOR CONSTRUCTION

FLOOR
OCT 7 2021

PROJECT NO
4044

SHEET NUMBER
A-1

VOYAGEUR ACADEMY
SKILL CENTER
6101 COOK ST , DETROIT, MI 48210

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

STEVENS ARCHITECTS
ARCHITECTURE CONSTRUCTION MANAGMENT
2091 Lorin Avenue
Plain Town Michigan 48060
(810) 887-3726 lstevens@sfa-renuarchitects.com

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CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by Parts 6A of the Michigan School Code. Every public school academy contract shall include the information contained in this Schedule 7.

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

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

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

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

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

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

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

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

SECTION a

GOVERNANCE STRUCTURE OF PUBLIC SCHOOL ACADEMY

GOVERNANCE STRUCTURE

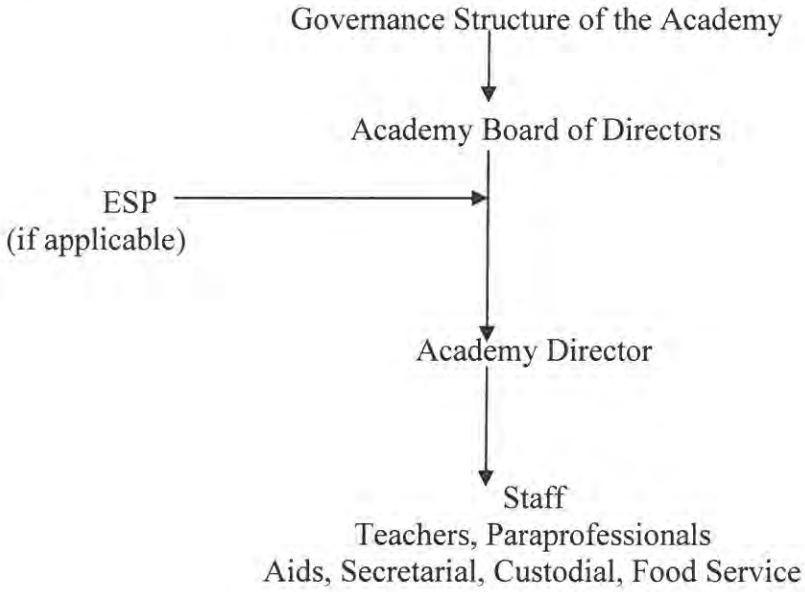
The University Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to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

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

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy.

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

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



SECTION b

EDUCATIONAL GOAL POLICIES

FERRIS STATE UNIVERSITY

FERRIS FORWARD

Charter Schools Office Policy

Adopted: 2010
Revised: 2021

CONTRACTUAL EDUCATIONAL GOALS AND RELATED MEASURES

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

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

A. EDUCATIONAL GOALS AND RELATED MEASURES

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

B. EDUCATIONAL GOALS TO BE ACHIEVED

Academies will show academic progress by demonstrating:

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

C. TARGETS FOR DETERMINING GOAL ACHIEVEMENT

Goal 1: Academic Growth (Grades 2-8)

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

Academic Growth Targets (Grades 2-8)		
Is the school meeting state designation expectations as set forth by state and federal accountabilty 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: ≥70th Percentile Meets: ≥50th but <70th Precentile Approaching: ≥ 30th but <50th Precentile Does Not Meet: <30th 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: ≥ 6% Meets: ≥3% but <6% Approaching: ≥1% but <3% Does Not Meet: <1%

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

Goal 2: Student Achievement (Grades 2-8)

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

Student Achievement Targets (Grades 2-8)		
Is the school meeting state designation expectations as set forth by state and federal accountabilty 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: ≥70% Meets: ≥50% but <70% Approaching: ≥ 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: ≥10% Meets: ≥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.

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: ≥ 6% Meets: ≥3% but <6% Approaching: ≥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: ≥10% Meets: ≥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: ≥50% Meets: ≥ 40% but <50% Approaching: ≥ 30% but <40% Does Not Meet: <30% EBRW: Exceeds: ≥60% Meets: ≥ 50% but <60% Approaching: ≥ 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 Target*s will work collaboratively with the CSO to develop an Academic Monitoring Plan. The Academic Monitoring Plan will include at least (2) *Bottom-Line Targets* that will be identified and measured using a predetermined list of research-based, CSO-approved metrics. By meeting the *Bottom-Line Targets*, an academy will meet the minimum requirements of this policy.

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

New Academies
For the first three years of operation, new academies will be expected to increase growth towards achievement. Goal #1 will be used for all new K-8 schools. The first target in the high school table will be used for all new schools serving 9^{th}-12^{th} 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.

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

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

VOYAGEUR Curriculum Resources K-8th Grade

Resource:	Content Area:	Grade:	Website:	Login:	Password:	Navigation:
Great Minds Eureka Math	Math	K-8	Digital.greatminds.org	mlopez@voyageuracademy.com	Voyageur22!	Use drop down menus to select Eureka Math then use the next drop down to choose grade level. Expand drop down menus to explore the modules and resources included.
Wit & Wisdom	ELA	6th-8th	Digital.greatminds.org	mlopez@voyageuracademy.com	Voyageur22!	Use drop down menus to select curriculum Wit & Wisdom then use the next drop down to choose grade level. Expand drop down menus to explore the modules and resources included.
Into Reading	ELA	K-5	https://www.hmhco.com/ui/login/	Country: USA State: Michigan District: Voyageur Academy Username: GuestUser	Voyageur22!	Choose "Discover" from the top banner. Under "Select a Program" choose the Into Reading and each grade level. Then click on each module book to see the resources included for teachers and students.
Science Dimensions	Science	K-5	https://www.hmhco.com/ui/login/	Country: USA State: Michigan District: Voyageur Academy Username: GuestUser	Voyageur22!	Choose "Discover" from the top banner. Under "Select a Program" choose the Science Dimensions and each grade level. Then click on each module book to see the resources included for teachers and students.
StemScopes	Science	6th-8th	https://n12003d89770.acceleratelearning.com/	mlopez	Voyageur2020!	In the upper left-hand corner, select "Launch StemScopes" Use Search feature or grade to select between Earth Science, Physical Science, and Life Science scopes.
SAVVAS	Social Studies	K-8	https://sso.rumba.pk12ls.com/sso/login?profile=realize&k12int=true&service=https%3A%2F%2Fwww.savvasrealize.com%2Fcommunity%2Fj_spring_cas_security_check	mlopez1_ebadmin	Voyageur21!	Login and select "Browse Content." Use the filters on the left to browse the different resources available at each grade level for teachers and students.

VCP Curriculum Resources 9-12th Grade

Resource	Grade(s)	Subjects	Website	Materials Link		
SAVVAS	9th-12th	Algebra , Geometry, Algebra 2	SAVVAS	https://sso.rumba.pk12ls.com/sso/login?profile=realize&k12int=true&service=https%3A%2F%2Fwww.savvasrealize.com%2Fcommunity%2Fj_spring_cas_security_check	Log in: mlopez1_ebadmin password:Voyageur21!	
Introduction Algebra 9 An Applied Approach	12	College Algebra	Cengage	No online materials purchased. This is the same textbook that WCCC uses for their freshman Math course		
Into to literature	9th-12th	ELA 9, ELA 10, ELA 11 and ELA 12		New content no log in at this time		
HMH Science Dimensions Biology	9	Biology	HMH Webpage	https://www.hmhco.com/ui/login/	Log in information: Country: USA State: Michigan District: Voyageur Academy Username: GuestUser Password: Voyageur22!	
Holt Physical Science	11	Physics		No online content		
Physics	11	Physics		No online content		
HMH Science Dimensions Chemistry	10	Chemistry	HMH Webpage	https://www.hmhco.com/ui/login/	Log in information: Country: USA State: Michigan District: Voyageur Academy Username: GuestUser Password: Voyageur22!	
Government Alive!/Econ Alive!	11	Civics/ Economics	TCI webpage	https://subscriptions.teachtci.com/teacher/programs/home	Log in: jgagnon@voyageurcollegeprep Password: Vcp2022!	
History Alive! Pursuing American Ideals	9	US History	TCI webpage	https://subscriptions.teachtci.com/teacher/programs/home	Log in: jgagnon@voyageurcollegeprep Password: Vcp2022!	
History Alive! World Connetings	10	World History	TCI webpage	https://subscriptions.teachtci.com/teacher/programs/home	Log in: jgagnon@voyageurcollegeprep Password: Vcp2022!	
Spanish Avancemos	12-Oct	Spanish 1 and Spanish 2	HMH	https://my.hrw.com/index.jsp	Log in: gagnonj Password: Vcp2022!	

SECTION d

METHODS OF PUPIL ASSESSMENT

FERRIS STATE UNIVERSITY

FERRIS FORWARD

Charter Schools Office Policy

Adopted: 2010
Revised: 2022

METHODS OF PUPIL ASSESSMENT

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

Ferris State University Charter Schools Office (CSO) requires authorized Academies to administer the following assessments. All academies must adhere to state and federal guidelines for the percent of students to be tested. For the CSO chosen nationally-normed assessment, 95% of students must be assessed.

Grade(s)	Assessment	Subjects
Grade K-2	State-Approved Benchmark Assessment	MDE Mandated Areas
Grades 2-10**	Nationally-Normed Assessment (NWEA MAP)	Math and Reading
Grades 8, 9-10	State-Aligned College Entrance Suite (PSAT 8/9, PSAT 10)	Evidence-Based Reading and Writing, Math
Grade 11	State-Mandated College Entrance and Career Readiness Exams (currently SAT/ACT WorkKeys)	As Mandated by State
Grades 3-8, 11	State-Mandated Assessment (M-STEP)	As Mandated by State (ELA, Math, Science, Social Studies)

*NWEA® MAP® for Reading, Math, and Language Usage will be provided to the Academies by the Charter Schools Office (CSO). While administration of the K-1 assessment is not required by the CSO, it is available for the Academies to utilize at no charge.

**NWEA is not required for all academies in Grades 9 and 10. Academies follow their individual Goals and Measures.

- All assessments must be in compliance with the Revised School Code.
- The Academy shall properly administer all state-mandated academic assessments identified in the Code.
- The Academy shall properly administer the academic assessments identified in the current contractual Terms and Conditions and adhere to the ethical standards and assessment procedures associated with these assessments in accordance with the requirements detailed in the Master Academic Calendar annually issued by CSO. The Academy must ensure that those individuals involved with the administration of these assessments are properly trained by attending any CSO-offered professional learning.

- The Academy shall authorize the CSO to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information (CEPI), and the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable.

Strict Discipline Academies

Academies designated as Strict Discipline Academies or Alternative Education Academies as per the Michigan School Code may be exempted from certain parts of these requirements due to their unique nature. In all cases, specific educational goals will be mutually developed and agreed upon by the Academy and the CSO and shall be attached to the Contract. Written reports on the progress of the Academy's goals shall be submitted annually to Epicenter by June 30.

SECTION e

ADMISSION POLICY AND CRITERIA

ADMISSION POLICY AND CRITERIA

Revised: April 2018

Enrollment Information

Charter schools, legally known as public school academies (PSAs) can set maximum enrollment numbers but **cannot pick and choose which students to enroll**. MCL 380.504 (2) is very clear:

> (2) A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a school district and may give enrollment priority as provided in subsection (4).
>
> (4) A public school academy may give enrollment priority to one (1) or more of the following:
>
> (a) A sibling of a pupil enrolled in the public school academy.
>
> (b) A pupil who transfers to the public school academy from another public school pursuant to a matriculation agreement between the public school academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
>
> (*i*) Each public school that enters into the matriculation agreement remains a separate and independent public school.
>
> (*ii*) The public school academy that gives the enrollment priority selects at least 5% of its pupils for enrollment using a random selection process.
>
> (*iii*) The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.
>
> (c) A child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. As used in this subdivision, "child" includes an adopted child or a legal ward.

All PSAs must have an Open Enrollment Period of at least two (2) weeks that include opportunities for students to enroll. Enrollment times must include some evening and weekend

times. (MCL 380.503 (6) (ii)) The Open Enrollment times and information must be advertised. The main purposes of Open Enrollment are to allow currently enrolled students to enroll for next year (guaranteeing them a spot if the family completes the enrollment process), allow new enrollees to submit applications, and establish preliminary student numbers so the school can make staffing and mandated decisions about student admission.

Before Open Enrollment, the **school needs to set enrollment maximums** by building or grade level(s). These grade/building level maximums should be available on the PSA's website, as well as included in their Open Enrollment posted advertisements. Maximums can be stated as either the total number of available slots per grade/building or the current number of openings per grade/building (subtract current enrollees from total maximum number per grade/building). The posting should also indicate that the PSA Board has the ability to change the maximum enrollment numbers per grade/building based on potential enrollees, available staff, and facility limitations.

When the Open Enrollment period ends, the building leader, with input from the Board, must determine if the number of new enrollees (students not currently enrolled) exceeds the number of open slots in a grade, combination of grades, the building, or the district. **The building leader must also add any new enrollees who are siblings of currently enrolled students, whose parent or legal guardian is employed by the school or who is currently on the board of directors, or new enrollees who are part of a matriculation agreement to the currently enrolled number.** These students get enrollment priorities based on MCL 380.504 4(c) and do not need to be placed into the lottery procedure. **If the number of new enrollees DOES NOT EXCEED the number of open slots, no lottery is needed. This means the school has the staff and facility capabilities to educate the combination of currently enrolled students plus the new enrollees. Within two (2) days after the Open Enrollment period ends, the school must submit into Epicenter the Lottery Notification Document. Using the Lottery Notification Document, the school selects "Enrollment maximum not exceeded, no lottery needed."**

If the number of new enrollees during the Open Enrollment period EXCEEDS the number of open slots, a lottery is needed and must be scheduled within two (2) weeks of the close of the Open Enrollment period. The building leader must inform the Ferris State University Charter Schools Office (CSO) field representative the time, date, and location of the lottery. **Within two (2) days after the Open Enrollment period ends, the school must submit into Epicenter the Lottery Notification Document. Using the Lottery Notification Document, the school selects "Enrollment maximum exceeded, lottery required."** Field Representatives or a **CSO representative attends academies' lotteries** to observe and verifies via School Visitation Report. Because an "impartial party" draws the student name cards, the CSO staff member should not actually pick the cards, but observe the process.

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

LOTTERY PROCESS

Place the name and grade (or other system of grouping) of each student registered to enroll on a 3" x 5" card. Also on a card, place the name and grade (or group) of all siblings who have applied for admission.

Sort cards by grade (or group).

Start lottery with either highest grade offered or lowest grade offered.

Place cards, for group to be drawn, in an opaque container large enough to thoroughly mix the cards.

Mix the cards.

Have an impartial party draw the cards.

Announce the name of student drawn on each card and write the name on a numbered roster sheet for that group. (Note: roster sheets should provide for identifying the status that placed the student's name on the sheet, "Drawing" or "Sibling".)

Place sibling name(s) on the appropriate roster sheets. (Note: roster sheets should provide for identifying the status that placed the student's name on the sheet, "Drawing" or "Sibling".)

Remove sibling cards from their drawing group.

Continue the process until available seats for the group are filled.

Continue the process and place the remaining student names on a waiting-list roster for that group in the order they are drawn. **(Note: <u>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</u>.)**

Continue the process until all names, for that group, have been drawn.

Repeat the process chronologically for each group until all names for all groups have been drawn and the lottery is concluded.

An initial waiting list is populated during the lottery process above based on the order the student's name was drawn after the grade or building enrollment limit was met. The waiting list for enrollees AFTER the lottery process or Open Enrollment period ends is populated by new enrollees in the order the enrollment process is completed based on date and time. These students are added to the initial waiting list based on the time and date of their enrollment.

Building leaders must inform their field representative when a waiting list is generated. **Field Representatives then inform the CSO that a waiting list has been created** (name of school, grades that have a waiting list, any known plans to add sections/staff/space to eliminate waiting list, etc.) Field representatives periodically review academies' waiting lists and verify on School Visitation Report. There are no Epicenter submissions for waiting lists.

SECTION f

PUBLIC NOTICE OF ENROLLMENT PROCEDURES

PUBLIC NOTICE OF ENROLLMENT PROCEDURES

Must contain a statement regarding nondiscrimination.

Revised: 2019

Recruitment and Public Notice. The Academy will take various steps for advertising its existence and intention to operate as a public school academy. These are listed below:

1. Distribution of flyers announcing the Academy throughout the surrounding community at area churches, community centers, day care institutions, local businesses, community-based organizations and other locations parents and students are likely to frequent.

2. News article in the major local newspapers as to the opening date, enrollment period, overview of the program, and other information pertinent to prospective students and families.

3. Public Service Announcements on local radio and cable.

4. Announcement of the Academy's opening in local area school and community publications.

5. Open House and Kick-Off for the enrollment period including tours of the Academy, overview of the program, examples of planned instructional activities, informal meetings with teachers and administrative staff, and information packets for interested parents.

6. Community Information Meetings to be held at various geographic locations around the county so that the greatest number of parents and students will be informed about the Academy's programs.

Voyageur 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

Voyageur Academy/Voyageur College Prep Calendar

2022-2023

Date	Event
Tuesday, September 6	First day of school for Scholars
Wednesday, October 5	Pupil Count Day
Friday, October 14	**Noon Dismissal** for Scholars; Professional Development for Staff 1:00-4:00
Friday, November 4	End of 1st quarter
Friday, November 11	**No School** for Scholars; K-8 Report Card Pick Up/9-12 Progress Report Pick Up/Parent Teacher Conferences 1:00pm-7:30pm, Staff PD 9:00am-12:00pm
Wednesday, November 23	No School for Scholars or Staff, Thanksgiving Break Begins
Monday, November 28	School Resumes
Friday, December 23	**Noon Dismissal** for Scholars; Professional Development for Staff 1:00-4:00
Monday, December 26	No School for Scholars or Staff, Holiday Break Begins
Monday, January 9	School Resumes
Monday, January 16	No School for Scholars or Staff – Dr. Martin Luther King Jr. Day
Thursday, January 26	**Noon Dismissal** for Scholars; Final Exams for High School; PD for Staff 1:00-4:00
Friday, January 27	**Noon Dismissal** for Scholars; Final Exams for High School; End of 2nd Quarter
Friday, February 3	**No School** for Scholars; K-8 Report Card Pick Up/9-12 Progress Report Pick Up/Parent Teacher Conferences 8:00am-6:00pm
Wednesday, February 8	Pupil Count Day
Friday, February 17	**Noon Dismissal** for Scholars; Professional Development for Staff 1:00-4:00
Monday, February 20	President's Day – No School for Scholars or Staff
Friday, March 10	**Noon Dismissal** for Scholars; Professional Development for Staff 1:00-4:00
Monday, March 27	Spring Break Begins; No School for Scholars or Staff
Monday, April 3	School Resumes
Friday, April 7	**Noon Dismissal** for Scholars; Professional Development for Staff 1:00-4:00, End of 3rd Quarter
Wednesday, April 12	SAT/PSAT Day – All Scholars Report to School, **1:00 Dismissal**
Thursday, April 13	Work Keys Assessment Day – All Scholars Report to School, **1:00pm Dismissal for Scholars**; K-8 Report Card Pick Up/9-12 Progress Report Pick Up/Parent Teacher Conferences 1:30pm – 7:30pm
Friday, April 14	**No School** for Scholars and Staff
Friday, May 12	**Noon Dismissal** for Scholars; Professional Development for Staff 1:00-4:00
Friday, May 26	Last Day for Seniors
Monday, May 29	Memorial Day – No School for Scholars and Staff
Thursday, June 15	**Noon Dismissal** for Scholars
Friday, June 16	**Noon Dismissal** for all Scholars; Last Day of School (K-8 Report Cards will be sent home with scholars and mailed/emailed to parents)
Tuesday, June 20	All High School Final Grades posted; 9-12 Report Cards mailed/emailed to parents

First Card Marking Period – September 6 – November 4 (44 days)
Second Card Marking Period – November 7 – January 27 (45 days)
Third Card Marking Period – January 30 – April 7 (43 days)
Fourth Card Marking Period – April 10 – June 16 (48 days)

Open Enrollment – January 30 – February 24

180 Instructional Days

4366 Military Street Detroit, MI 48210 (P) 313.748.4044 www.voyageuracademy.com

School Day Schedule

Voyageur Academy grades K-8 begin classes at 8:15 am and end at 3:30 pm.

Voyageur College Prep HS grades 9-12 begin classes at 8:00 am and end at 3:15 pm.

SECTION h

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

Voyageur Academy is authorized to serve and is enrolling students 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: 2019

A. The following described categories of information are specifically included within those to be made available to the public and the CSO by the Academy in accordance with the current Terms and Conditions of the Contract:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of $10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the authorizer
11. Copy of curriculum and other educational materials given to the CSO
12. Copy of School Improvement Plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases

15. Proof of ownership for Academy-owned vehicles and portable buildings

16. Copy of Academy Board approved management contract with Education Service Provider

17. Copy of Academy Board approved services contract(s)

18. Office of Fire Safety certificate of occupancy for all Academy facilities

19. MDE letter of continuous use (if required)

20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and Asbestos management plan (if required)

22. Boiler inspection certificate and lead based paint survey (if required)

23. Phase 1 environmental report (if required)

24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel

25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff

26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators

27. Academy Board approved policies

28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit

29. Proof of insurance as required by the Contract

30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with the current Terms and Conditions of the Contract:

1. Information Regarding Academy Teachers, Administrators, and Support Staff

   (a) Personal information (name, address, age, sex, marital status, if known)

   (b) Education (highest degree attained, alma mater, certifications, teaching certificates, years of experience in educational systems, etc.)

   (c) Employment record (occupation, rate of pay, seniority, salaries, benefits, disciplinary actions, if any, commendations, special projects directed, supervisory evaluations, etc.)

2. Information Regarding Academy Business Operations

   (a) Financial records and information concerning the operation of the Academy, including without limitation budgets and detailed records of funds received from the State and others, expenditure of those funds, investment of those funds, carryover, contractual arrangements and/or agreements, etc.)

   (b) Financial records and information concerning mortgages and loans to which the Academy is a party.

3. Other Information

   (a) Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Part A above.

TO BE COMPLETED BY MICHIGAN DEPARTMENT OF EDUCATION PUBLIC SCHOOL ACADEMY UNIT	
Date Received by MDE	Academy District/Building Codes

CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

Effective on 2/4/2014

All information on this page is necessary to be eligible for State Aid and to complete the Educational Entity Master

AUTHORIZER INFORMATION

Name of Authorizing Body:	Federal Employer ID# of Authorizing Body:	
Ferris State University	38-600-5159	
Contact Person:	**Phone:**	**Email:**
Ronald Rizzo, Ph.D.	(231) 591-5807	RonaldRizzo@ferris.edu

TYPE OF AUTHORIZING BODY:

☒ State Public University ☐ Community College ☐ Intermediate School District ☐ Local School District/Local Education Agency ☐ Inter-local Agreement Entity

PSA ADMINISTRATIVE OFFICE

Academy Name:	Contract Effective Dates:	
Voyageur Academy	7/1/2022 to 6/30/2027 (3 yrs)	
State Corporate ID #:	**Federal Employer ID#:**	**Data Universal Numbering System (DUNS)**
758-224	38-3423648	87-6992343

TYPE OF ACADEMY (check only one)

Chartered under Part 6a:
- ☒ Public School Academy (MCL 380.501 et seq.)
- ☐ PSA Replacement from Conversion to 6E (MCL 380.502a(e))

Chartered under Part 6c:
- ☐ Urban High School Academy (MCL 380.521 et seq.)

Chartered under Part 6e:
- ☐ Replication of H.P. School/Program (MCL 380.552(1))
- ☐ Cyber School (MCL 380.552(2))
- ☐ Conversion to a School of Excellence (MCL 380.552(3))

Chartered under 1311b et seq.:
- ☐ Strict Discipline Academy (MCL 380.1311b et seq.)

Proposed Enrollment: 1,150	Grades to Start Academy: K - 12	Number of School Days: 180	SCHOOL CALENDAR
Free/Reduced Eligible: 99%	Grades Authorized: K - 12	Instructional Hours: 1,098	First Day: 9/6/2022 Last Day: 6/16/2023

Expansion comments, when applicable:

PSA Administrative Office Address:	City:	Zip Code:	Website URL:
4321 Military St	Detroit	48210	http://www.voyageuracademy.com/

Contact Person:	Position:	Phone: (313) 361-4180 Fax: (313) 361-4770	E-Mail:
Vergil Smith	Superintendent		vergil@therominegroup.com

County Name:	Intermediate School District:	Local School District:
Wayne	Wayne RESA	Detroit Public Schools

Educational Service Provider:	Address:	City:	State:	Zip Code:
The Romine Group Inc.	7877 Stead St, Ste 100	Utica	MI	48317

PSA BOARD PRESIDENT INFORMATION

Board President Name:	Phone:	E-mail:
Curtis Wade	(313) 350-8778	cwade@msn.com

Address:	City:	Zip Code:
9311 Cloverlawn Ave	Detroit	48204

MAIN SITE

Academy Name: Voyageur Academy			
Address: 4321 Military St		**City:** Detroit	**Zip Code:** 48210
Contact Person: Vergil Smith	**Position:** Superintendent	**Phone:** (313) 361-4180 **Fax:** (313) 361-4770	**E-Mail:** vergil@therominegroup.com
County Name: Wayne	**Intermediate School District:** Wayne RESA	**Local School District:** Detroit Public Schools	**Grade Configuration:** K - 6
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

SITE 2

Academy Name: Voyageur College Prep High School			
Address: 4366 Military St		**City:** Detroit	**Zip Code:** 48210
Contact Person: Vergil Smith	**Position:** Superintendent	**Phone:** (313) 361-4180 **Fax:** (313) 361-4770	**E-Mail:** vergil@therominegroup.com
County Name: Wayne	**Intermediate School District:** Wayne RESA	**Local School District:** Detroit Public Schools	**Grade Configuration:** 7 - 12
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

SITE 3

Academy Name: Voyageur College Prep High School			
Address: 6101 Cook St		**City:** Detroit	**Zip Code:** 48210
Contact Person: Vergil Smith	**Position:** Superintendent	**Phone:** (313) 361-4180 **Fax:** (313) 361-4770	**E-Mail:** vergil@therominegroup.com
County Name: Wayne	**Intermediate School District:** Wayne RESA	**Local School District:** Detroit Public Schools	**Grade Configuration:** 7 - 12
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

SITE 4

Academy Name:			
Address:		**City:**	**Zip Code:**
Contact Person:	**Position:**	**Phone:** **Fax:**	**E-Mail:**
County Name:	**Intermediate School District:**	**Local School District:**	**Grade Configuration:**
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

Attach additional pages for additional sites, if necessary.

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
1	Authorizing body to submit **contract** to state within 10 days of issuance **Date Issued: July 1, 2022** **Date Received @ MDE:** **# Days:**	**All Academies** Part 6a: 503(4) Part 6c: 528(1)(b) Part 6e: 561(1)(b) 1311b et seq: 1311e(3)	**Contract Cover Page**	
	Applicant Information			
2	• Identification of the **person or entity** applying for the contract.	**All Academies** Part 6a: 502(3)(a) Part 6c: 522(4)(a) Part 6e: 552(7)(a) 1311b et seq: 1311d(3)(a)	**Tab A**	'Resolution'
3	• Indication that the "entity" applying for the contract is a nonprofit corporation that has been granted **509(a) tax-exempt** status.	**USHAs** Part 6c: 521(2)(e)	**n/a**	
4	• Indication of the state **Superintendent of Public Instruction approval** of Academy as a replication of a high-performing school or program.	**H.P. School/Program** Part 6e: 552(1(a)	**n/a**	
5	• Indication that the "entity" applying for the contract demonstrates experience in delivering a quality education program that improves academic achievement. In determining whether this requirement is met, an authorizing body shall refer to the standards for quality online learning established by the national association of charter school authorizers or other similar nationally recognized standards for quality online learning.	**Cyber Schools** Part 6e: 552(2)(c)	**n/a**	
6	• Indication that the Public School Academy chartered under Part 6a meets the **eligibility criteria to be re-chartered as a School of Excellence (SOE)**, as provided for by law.	**Conversion of PSA to SOE** Part 6e: 552(3); 552(4)	**n/a**	
	Academy Organization and Incorporation			
7	**Authorizing Body's Contract Issuance Resolution** adopted by authorizing body, including: **Adopted: December 17, 2021** **Effective Date: July 1, 2022**	**All Academies** Part 6a: 502(3)(b); 503(5) Part 6c: 522(4)(b); 528(1)(c) Part 6e:552(7)(b); 553(4) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	**Tab A P. 2**	'Resolution'
8	• Board of Directors **names and description of qualifications**, as applicable.	**All Academies** Part 6a: 502(3)(b); 503(6)(d) Part 6c: 522(4)(b) Part 6e: 552(7)(b); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4)(5)(d)	**Tab A P. 3-5**	'Resolution'

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
9	• **Method of appointment** or selection of members of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	**Tab A** **P. 2-3**	'Resolution'
10	• **Number of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311e(4); 1311(5)(d)	**Tab A** **P. 3**	'Resolution'
11	• **Length of term of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311e(4); 1311(5)(d)	**Tab A** **P. 4**	'Resolution'
12	• **Citizenship of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4)	**Tab A** **P. 3**	'Resolution'
13	**Articles of Incorporation as a Michigan Nonprofit Corporation** File Date: May 21, 2014 State Corp. ID #: 758-224	**All Academies** Part 6a: 502(3)(c) Part 6c: 522(4)(c) Part 6e: 552(7)(c) 1311b et seq:1311d(3)(c); 1311d(5)(d)	**Tab 1** **P. 1**	'Schedule 1 Articles Of Incorp'
14	• **Name** of Academy.	**All Academies** Part 6a: 502(3)(c)(i) Part 6c: 522(4)(c)(i) Part 6e: 552(7)(c)(i) 1311b et seq: 1311d(3)(c)(i)	**Tab 1** **P. 1**	'Schedule 1 Articles Of Incorp'
15	• **Purpose** of Academy & pursuant to applicable law that the Academy is a governmental entity of the state.	**All Academies** Part 6a: 502(3)(c)(ii) Part 6c: 522(4)(c)(ii) Part 6e: 552(7)(c)(ii) 1311b et seq: 1311d(3)(c)(ii)	**Tab 1** **P. 5**	'Schedule 1 Articles Of Incorp'

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
16	**Academy bylaws.**	**All Academies** Part 6a: 502(3)(d) Part 6c: 522(4)(d) Part 6e: 552(7)(d) 1311b et seq:1311d(3)(d)	**Tab C2**	'Schedule 2 Bylaws'
	Fiscal Agent			
17	Designation of **fiscal agent.**	**All Academies** Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) 1311b et seq: 1311l(1)	**Tab C3** **Sec. 1.01** **P. 1**	'Schedule 3 Fiscal Agent Agreement'
18	**Duties** of fiscal agent.	**All Academies** Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) 1311b et seq: 1311l(1)	**Tab C3** **Sec. 2.01-2.04** **P. 2**	'Schedule 3 Fiscal Agent Agreement'
19	Authorizer **administrative fee** of up to 3% of total State Aid.	**All Academies** Part 6a: 502(6) Part 6c: 522(7) Part 6e: 552(10) 1311b et seq: 1311d(6)	**Tab C4** **Sec. 4.01** **P. 5**	'Schedule 4 Oversight Agreement'
	Compliance with Applicable Law and Disclosure of Public Information			
20	Prohibition on the Academy charging **tuition**.	**All Academies** Part 6a: 504(2) Part 6c: 524(2) Part 6e: 556(2) 1311b et seq: 1311g(2)	**Tab B** **Sec. 7.1** **P. 16**	'Terms & Conditions'
21	To the extent disqualified under law, a prohibition from Academy being organized by church or other **religious** organization and having organizational or contractual affiliation with or constitute a church or other religious organization.	**All Academies** Part 6a: 502(1); 1217 Part 6c: 522(1); 1217 Part 6e: 552(5); 1217 1311b et seq:1311d(1); 1217	**Tab B** **Sec. 6.11** **P. 15**	'Terms & Conditions'
22	Certification/Agreement signed by an authorized member of the Academy Board stating they **will comply with the contract and all applicable law**.	**All Academies** Part 6a: 503(6)(i) Part 6c: 523(2)(d) Part 6e: 553(5)(h) 1311d:1311d(3)(h)	**Tab B** **P. 41**	'Terms & Conditions' Signature Page

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
23	The methods by which the Academy will be **held accountable**.	**All Academies** Part 6a: 503(6)(a) Part 6c: 523(2)(a) Part 6e: 553(5)(a) 1311b et seq: 1311e(5)(a)	**C4**	'Schedule 4 Oversight Agreement'
24	Description of method to be used to monitor the Academy's compliance with **applicable law** and its performance in meeting its targeted **educational objectives.**	**All Academies** Part 6a: 503(6)(b) Part 6c: 523(2)(b) Part 6e:553(5)(b) 1311b et seq: 1311e(5)(b)	**Tab 7b** **Tab 7d**	'Educational Goals Policy' 'Methods Of Pupil Assessment'
25	Requirement that all Academy property must be **insured.**	**All Academies** Part 6a: 1269 Part 6c: 523(2)(k)(vi); 1269 Part 6e: 553(5)(l)(vi); 1269 1311b et seq: 1269	**Tab B** **Sec. 11.9** **P. 28**	'Terms 7 Conditions'
26	Requirement & procedure for **annual CPA financial audit** in accordance with generally accepted governmental auditing principles.	**All Academies** Part 6a: 503(6)(g) Part 6c: 523(2)(g) Part 6e: 553(5)(h) 1311b et seq: 1311e(5)(h)	**Tab B** **Sec. 6.8** **P. 14**	'Terms & Conditions'
27	Length of **contract term** and standards for reauthorization.	**All Academies** Part 6a: 503(6)(h) Part 6c:522(3); 523(2)(p) Part 6e: 561(4) 1311b et seq: 1311e(5)(i)	**Tab A** **P. 2**	'Resolution'
28	Description of the process for **amending the contract** during the term of the contract.	**All Academies** Part 6a: 503(6)(c) Part 6c: 523(2)(c) Part 6e: 553(5)(c) 1311b et seq: 1311e(5)(c)	**Tab B** **Sec. 9.1-9.7** **P. 16-18**	'Terms & Conditions'
29	Requirement that the Academy Board shall **make information about its operation and management** available to the public and authorizing body.	**All Academies** Part 6a: 503(6)(l) Part 6c: 523(2)(j) Part 6e: 553(5)(k) 1311b et seq: 1311e(7)(f)	**Tab 8**	'Schedule 8 Information Available To The Public'

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
30	Requirement that the Board of Directors of a Public School Academy (including Cyber Schools) that operates an online or other distance learning program shall submit a monthly report to MDE, in a form and manner prescribed by MDE, that reports the number of pupils enrolled in the online or distance learning program, during the immediately preceding month.	**All Academies** Part 6e: 552(20)	**Tab 7c P. 1**	No online or other distance learning components.
31	Requirement that the Academy Board shall collect, maintain and make available to the public and authorizing body **information concerning the operation and management** of the Academy, as provided for by law.	**All Academies** Part 6a: 503(6)(m) Part 6c: 523(2)(k) Part 6e:553(5)(l) 1311b et seq: 1311e(7)(f)	**Tab B Sec. 11.27 P. 32**	'Terms & Conditions'
32	Requirement that the Board shall report to the authorizing body a current list of teachers and school administrators working at the Academy that includes their individual salaries.	**All Academies** Part 6a: 503(6)(m)(iv) Part 6c: 523(2)(k)(iv) Part 6e:553(5)(l)(iv) 1311b et seq: 1311e(7)(f)	**Tab 8 P. 2**	'Schedule 8 Information Available to The Public'
33	Statement that Academy shall **comply with all applicable law**.	**All Academies** Part 6a: 503(7); MCL 15.322 Part 6c: 523(3); 528(1)(d) Part 6e: 552(7)(h); 553(6) 1311b et seq: 1311d(3)(h); 1311e(6)	**Tab B Sec. 8.1 P. 16**	'Terms & Conditions'
34	Statement that Academy Board shall ensure compliance with the requirements of **1968 PA 317**, MCL. 15.321 to 15.330.	**All Academies** Part 6a: 503(6)(j) Part 6c: 523(2)(h) Part 6e:553(5)(i) 1311b et seq: 1311e(7)(f)	**Tab B Sec. 11.29 P. 33**	'Terms & Conditions'
	Academy Governance, Operation, and Educational Program			
35	**Governance** structure of the Academy.	**All Academies** Part 6a: 503(6)(d) Part 6c: 522(4)(e)(i) Part 6e: 552(7)(e)(i) 1311b et seq: 1311d(3)(e)(i); 1311e(5)(d); 1311d(3)(v)(f)	**Tab 7a**	'Governance Structure Of Public School Academy'
36	The role of the **contract administrator** of the Academy, if applicable.	**USHAs** Part 6c: 529(c)	**n/a**	
37	Educational goals **of the Academy that include demonstrated improved pupil academic achievement for all groups of pupils.**	**All Academies** Part 6a: 502(3)(e)(ii); 503(6)(a) Part 6c: 522(4)(e)(ii); 523(2)(a) Part 6e: 552(7)(e)(ii); 553(5)(a) 1311b et seq:1311d(3)(e)(ii); 1311e(5)(a)	**Tab 7b**	'Educational Goals Policy'

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
38	**Curricula** offered at the Academy. This section must contain the entire curriculum.	**All Academies** Part 6a: 502(3)(e)(ii) Part 6c: 522(4)(e)(ii) Part 6e: 552(7)(e)(ii) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(d)	**Tab 7c**	'Curriculum'
39	**Methods of pupil assessment** at the Academy (MEAP and MME, as applicable, as a minimum).	**All Academies** Part 6a: 503(6)(a) Part 6c: 522(4)(c)(ii); 523(2)(a) Part 6e: 552(7)(e)(ii); 553(5)(a) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(a)	**Tab 7d**	'Methods Of Pupil Assessment'
40	**Student admission policy, criteria** and **enrollment process,** as applicable per type of academy.	**All Academies** Part 6a: 503(6)(d) Part 6c: 522(4)(e)(iii); 523(2)(m); 528(1)(g) Part 6e: 552(7)(e)(iii); 553(5)(o); 561(1)(g) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(d)	**Tab 7e**	'Admission Policy And Criteria'
41	**Matriculation agreement,** if applicable.	**All PSAs; All SOEs** 20 U.S.C. 7221i(1)(k) Part 6a:504(4)(b) Part 6e: 556(4)(b)	**Tab B Sec. 6.14 P. 15**	'Terms & Conditions'
42	**School calendar** and **school day** schedule.	**All Academies, except Cyber Schools** Part 6a: 502(3)(e)(iv) Part 6c: 522(4)(e)(iv) Part 6e: 552(7)(e)(iv) 1311b et seq: 1311d(3)(e)(iv); 1311e(5)(d)	**Tab 7g**	'School Calendar And School Day Schedule'
43	Observance of **holidays** and other required commemorative occasions.	**All Academies** Part 6a: 1175 Part 6c: 1175 Part 6e: 1175 1311b et seq: 1175	**Tab 7g**	'School Calendar And School Day Schedule'

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
44	**Age or Grade** range of students to be enrolled.	**All Academies** Part 6a: 502(3)(e)(v) Part 6c: 522(4)(e)(v) Part 6e: 552(7)(e)(v) 1311b et seq: 1311d(3)(e)(v)	**Tab 7h**	'Age Or Grade Range Of Pupils To Be Enrolled'
Academy Location				
45	Identification of **LEA and ISD where academy will be located**.	**All Academies** MCL 388.1620 Part 6a: 502(3)(g) Part 6c: 522(4)(c)(v) Part 6e: 552(7)(g) 1311b et seq: 1311d(3)(e)(v); 1311e(5)(d)	**Tab C6 P. 1**	'Schedule 6 Physical Plant Description'
46	Description of and address of **proposed building(s)** where Academy will be located.	**All Academies** Part 6a: 502(3)(i) Part 6c: 522(4)(g) Part 6e: 552(7)(i); 553(5)(f) 1311b et seq:1311d(3)(j); 1311e(5)(g)	**Tab C6 P. 1**	'Schedule 6 Physical Plant Description'
47	**Financial commitment** of applicant to the Academy's facility.	**USHAs** Part 6c: 522(4)(g); 523(2)(f)	**n/a**	
48	A statement that the Academy will operate at **single site or multiple sites** with specific addresses and respective grade configurations as provided for in the contract and with applicable law, including the Academy's central administrative offices if applicable.	**All Academies** Part 6a: 504(1) Part 6c: 524(1) Part 6e:556(1) 1311b et seq: 1311g(1)	**Tab. B Sec. 6.9 P. 14** **Sec. 11.23 P. 30**	'Terms & Conditions' 'Schedue 6 Physical Plant Description'
49	A requirement that the board of directors of the public school academy shall collect, maintain, and make available to the public and the authorizing body, in accordance with applicable law and the contract, information concerning the operation and management of the public school academy including copies of facility leases or deeds, or both, and of any equipment leases.	**All Academies** Part 6a: 503(6)(m)(vii) Part 6c: 523(2)(k)(vii) Part 6e:553(5)(1)(vii) 1311b et seq: 1311e(6)(f)	**Tab B Sec. 6.9 P. 14** **Tab 8**	'Terms & Conditions' 'Schedule 8 Information Available To Public'
Staffing and Position Descriptions				
50	**Descriptions of staff** responsibilities.	**All Academies** Part 6a: 503(6)(d) Part 6c: 524(f) Part 6e: 552(7)(f) 1311b et seq: 1311d(3)(f)	**Tab C5**	'Description Of Staff Respons'

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
51	Requirement specifying **prohibited family relationships** consistent with applicable law.	**All Academies** Part 6a: 503(6)(k) Part 6c: 523(2)(i) Part 6e: 553(5)(j) 1311b et seq: 1311e(6)(f)	**Tab B** **Sec. 11.30** **P. 33-34**	'Terms & Conditions'
52	Academy shall use **certificated teachers** according to state board rule.	**All Academies** Part 6a: 505(1) Part 6c: 526(1) Part 6e:553a(3); 559(1) 1311b et seq:1311j(1)	**Tab. B** **Sec. 11.1** **P. 25**	'Terms & Conditions'
53	Academy may use **non-certificated teachers** as the law allows.	**All Academies** Part 6a: 505(1); 505(2) Part 6c: 526(1); 526(2) Part 6e: 559(1); 559(2) 1311b et seq: 1311j(1); 1311j(2)	**Tab. B** **Sec. 11.1** **P. 25**	'Terms & Conditions'
54	Academy shall use **certified administrators and chief business officials** pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs.	**All Academies** Part 6a: 1246(1) Part 6c: 1246(1) Part 6e: 1246(1) 1311b et seq: 1246(1)	**Tab. B** **Sec. 11.1** **P. 25-26**	'Terms & Conditions'
55	Requirement that **authorizing body must review and may disapprove** any agreement between the Academy Board and an educational management company before the agreement is final and valid.	**All Academies** Part 6a: 503(6)(n) Part 6c: 523(2)(l) Part 6e: 553(5)(m) 1311b et seq: 1311e(6)(f)	**Tab B** **Sec. 3.9** **P. 8-10**	'Terms & Conditions'
56	If authorized by a LEA, **assurance of employee collective bargaining** for positions in similar districts should be addressed in the contract.	**All SDAs** 1311b et seq: 1311d(3)(i)	**n/a**	
57	Requirement that prohibits any individual from being employed by the Academy in more than **one full-time position and simultaneously compensated at a full-time rate for either position.**	**All Academies** Part 6a: 503(6)(p) Part 6c: 523(2)(n) Part 6e: 553(5)(o) 1311b et seq: 1311e(6)(f)	**Tab B** **Sec. 11.31** **P. 34**	'Terms & Conditions'
Reconstitution and Revocation				
58	Procedures and grounds **for revoking the contract** provided for in applicable law, including: (see 59-62below)	**All Academies** Part 6a: 503(6)(e) Part 6c: 523(2)(e) Part 6e: 561(4) 1311b et seq:1311e(5)(f)	**Tab B** **Sec. 10.1-10.13** **P. 18-25**	'Terms & Conditions'

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
59	• Failure of the Academy to **demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals** as set forth in the contract.	**All Academies** Part 6a: 507(4)(a) Part 6c: 528(4)(a) Part 6e: 561(4)(a) 1311b et seq: 1311l(1)(a)	**Tab B** **Sec. 10.4 (a)** **P. 19**	'Terms & Conditions'
60	• Failure of the Academy to **comply with all applicable law**.	**All Academies** Part 6a: 507(4)(b) Part 6c: 528(4)(b) Part 6e: 561(4)(b) 1311b et seq: 1311l(1)(b)	**Tab B** **Sec. 10.4 (b)** **P. 19**	'Terms & Conditions'
61	• Failure of the Academy to **meet generally accepted public sector accounting principles** and **demonstrate sound fiscal stewardship**.	**All Academies** Part 6a: 507(4)(c) Part 6c: 528(4)(c) Part 6e: 561(4)(c) 1311b et seq: 1311l(1)(c)	**Tab B** **Sec. 10.4 (c)** **P. 19**	'Terms & Conditions'
62	• The existence of 1 or more other grounds for revocation as **specified in the contract**.	**All Academies** Part 6a: 507(4)(d) Part 6c: 528(4)(d) Part 6e: 561(4)(d) 1311b et seq: 1311l(1)(d)	**Tab B** **Sec. 10.4 (d)** **P. 19**	'Terms & Conditions'
63	Procedures for **mandatory revocation** of Academy contract if Academy is **designated as a persistently low-achieving school (in the bottom 5%) and is in the 2nd year of restructuring.** Procedures must specify which school (s) are subject to closure and which are not based on exceptions for situations involving individualized education plan subgroups, and individual schools currently undergoing reconstitution.	**All Academies (except SDA)** Part 6a: 507(5) Part 6c: 528(5) Part 6e: 561(5)	**Tab B** **Sec. 10.2** **P. 18**	'Terms & Conditions'
64	Procedures for the authorizing body to **reconstitute** the Academy.	**All Academies (except SDA)** Part 6a: 507(7) Part 6c: 528(7) Part 6e: 561(7)	**Tab B** **Sec. 10.6(d)** **P. 21**	'Terms & Conditions'
Cyber Schools				
65	A contract for a **cyber school** shall include all of the provisions required under section 553a as well as the following: (see items 66 through 71 below)	**Cyber Schools** Part 6e: 553a	**n/a**	
66	• A **teacher who holds appropriate certification** according to state board rule will be responsible for all of the following for each course in which a pupil is enrolled: (i) Improving learning by planned instruction. (ii) Diagnosing the pupil's learning needs. (iii) Assessing learning, assigning grades, and determining advancement. (iv) Reporting outcomes to administrators and parents or legal guardians	**Cyber Schools** Part 6e: 553a(2)(a)	**n/a**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
67	• A cyber school will make educational services available for a minimum of at least **1,098 hours during a school year** and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year.	**Cyber Schools** Part 6e: 553a(2)(b)	**n/a**	
68	• A cyber school shall have maximum enrollment limitations based on years of operation	**Cyber Schools** Part 6e: 552(2)(d)	**n/a**	
69	• Cyber school must offer each pupil's family a computer and subsidize the cost of internet access.	**Cyber Schools Part 6e: 552(2)(e)**	**n/a**	
70	• Cyber school may not enroll any new pupils in the school of excellence that is a cyber school in a school year that begins after MDE determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year that exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.	**Cyber Schools Part 6e: 552(15)(b)**	**n/a**	
71	• The requirement for the Academy Board of school of excellence that is a cyber school to ensure that every pupil that enrolls, along with his or her parent or legal guardian, are provided with a parent-student orientation. If the pupil is at least 18 or is an emancipated minor, the orientation may be provided to just the pupil.	**Cyber Schools Part 6e: 552(21)**	**n/a**	

NOTE: The only change to this annual update document is item #49. The item was changed because the law does not require contracts and deeds to be included in the charter contract. It is required by law that these contracts or deeds be made public once they are enacted. While MDE would prefer to receive these items (deeds and contracts) with the charter contract, it is recognized that these documents may not be available at the time a charter contract is enacted. Schools and authorizers are therefore asked to provide those documents to the PSA unit at MDE once they are made public.