



**FERRIS STATE
UNIVERSITY**

Charter Schools Office

**MUSKEGON MONTESSORI
ACADEMY FOR
ENVIRONMENTAL CHANGE**

Contract

2013 - 2018

**FERRIS
STATE
UNIVERSITY**

A

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

BETWEEN

**MUSKEGON MONTESSORI ACADEMY FOR
ENVIRONMENTAL CHANGE**
(A PUBLIC SCHOOL ACADEMY)

AND

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

AUTHORIZATION PERIOD:

JULY 1, 2013 – JUNE 30, 2018

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POLICIES

As per **Article XII, Section 12.16** 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 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. Please contact the Charter Schools Office with any questions at (231) 591-5802.



CHARTER SCHOOLS OFFICE POLICY

Adopted: July 2003

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 **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 minimal.
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 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 such agreement for review by the CSO Director as well as a copy of the completed evaluation instrument due by October 31 of each year. The evaluation instrument shall be devised by the CSO with the completed instrument reviewed with the ESP at a regular meeting of the Academy Board prior to submission of the completed evaluation instrument. 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 Section 3.8(a) 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.
4. 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.
5. 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.
 6. 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. Any reserve amount less than 3% of anticipated State School Aid shall be approved by the Charter Schools Office. If the State adopts legislation reducing an Academy's school aid due to reserves greater than 15%, as proposed, or some other amount, anticipated reserves greater than that amount shall also be approved by the Charter Schools Office.
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. The foregoing presentations shall be in a form and format acceptable to the Academy Board and are to be provided to all Academy Board members not less than three working days prior to the Board meeting at which the information will be considered.
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 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.

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 CSO shall be provided copies of all such documents and agreements.

Revised: March 1, 2008
 March 2, 2010
 July 1, 2010
 March 30, 2012



CHARTER SCHOOLS OFFICE POLICY

Adopted: April 2008

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. 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 is on probation or 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 then on probation;
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.

Revised: November 2011
 March 2012



CHARTER SCHOOLS OFFICE POLICY

Adopted: March 2009

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.

2. Notice to State of Michigan. Within ten (10) days of receipt of a Contract Ending Notice, the Academy Board shall give written notice to the Michigan Department of Education and the Michigan Department of Treasury of the nonrenewal, non-extension, termination, or revocation of the Contract, as the case may be, and unless otherwise expressly provided in writing by the CSO Director or the University Board, the Academy Board 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 Academy Board 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 Academy Board shall simultaneously send the CSO Director a copy of its notice.

3. Plan of Dissolution and Liquidation.

a. If the Academy Board has received a Contract Ending Notice, then, unless otherwise expressly provided in writing by the CSO Director or the University Board, at least thirty (30) days prior to the Contract Ending Date, the Academy Board shall submit to the CSO

Director a proposed 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.¹ The proposed plan shall incorporate, as applicable, all of the items and procedures set forth on attached Exhibit A; provided, however, if there is any conflict between Exhibit A and then existing Applicable Law, regulations, rules, orders or governmental procedures, then Exhibit A shall be deemed modified to the extent necessary comply with the same.

b. Unless the CSO Director extends the review period, within ten (10) days of receiving the proposed plan, the CSO Director shall notify the Academy in writing if the proposed plan is disapproved (the CSO Director may disapprove the proposed plan in his or her sole discretion). If the proposed plan is disapproved, the CSO Director may, but shall not be required to, state one or more conditions which, if complied with by the Academy Board would cause the CSO Director to withdraw his or her disapproval. If the CSO Director disapproves of the proposed plan, then within fifteen (15) days of such disapproval the Academy Board shall submit to the CSO Director a modified proposed plan of dissolution, liquidation and winding-up. The CSO Director shall then again have ten (10) days from receipt to disapprove of the modified proposed plan. This process shall continue until the Academy Board submits a proposed plan that is not disapproved of by the CSO Director.

c. The Academy Board shall immediately adopt the proposed plan of dissolution, liquidation and winding-up that is not disapproved by the CSO Director (the “Plan of Dissolution and Liquidation”). The Academy Board shall not adopt a plan of dissolution, liquidation and winding-up that is disapproved by the CSO Director. By not disapproving a proposed plan of dissolution, liquidation and winding-up, the CSO Director is in no way giving approval of the proposed plan, or any of the terms or conditions thereof.

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.

Revised:

¹ If the Contract Ending Date is less than thirty (30) days from the Contract Ending Notice, the Academy Board shall submit the proposed plan of dissolution, liquidation and winding-up within thirty (30) days of the Contract Ending Notice.



CHARTER SCHOOLS OFFICE POLICY

Adopted: July 1, 2010

ACADEMY PROBATION

Pursuant to the Terms and Conditions of each Contract (“Contract”) entered into between the Ferris State University Board of Trustees (“University Board”) and the public school academies it charters, these Academy Probation Policies (“AP Policies”) have been prepared by the Charter Schools Office (CSO). The policies now become part of the Contract and apply immediately to all academies being authorized or re-authorized pursuant to Contracts issued by the University Board, and prospectively to any existing academy that, upon objective evaluate review, fails to meet contractual goals of the charter Contract and enters into Academy Probation (“AP”) on or after the date set forth above. Capitalized terms herein shall have the definitions provided in Section 1.1 of the Terms and Conditions of the Contract. Failure of 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. Contractual Status Reports

From time to time, the CSO shall formally evaluate and report the Academy’s progress toward achieving its goals, both the Contractual Educational Goals and the Specific Mission Goals. The CSO Director shall make copies of these reports available to the Academy Board. The President or their designee shall receive executive summaries of such reports.

1. Mid-Contract Review

Not less frequently than halfway into the contractual period, or at such other times as the CSO Director may otherwise request, the CSO shall conduct an objective evaluation of student performances and the Academy’s operations and procedures. The evaluation shall be done by an evaluation team selected by the CSO. The evaluation team shall include members of the CSO staff, and may include outside evaluators selected by the CSO at its sole discretion. The methodology to be used for the evaluation shall be shared with the Academy Board at the beginning of the evaluation process. At the conclusion of the evaluation, the evaluation team chair shall compile a comprehensive report for presentation to the Academy Board and University Board. The findings in the report shall constitute grounds for the University Board to continue the Contract, place the Academy on probationary status,

not renew the Contract, or initiate suspension, termination or revocation proceedings under the Contract.

2. Reauthorization Review

During the final contractual academic year, the CSO shall conduct an objective evaluation of student performances and the Academy's operations and procedures. The evaluation shall be done by an evaluation team selected by the CSO. The evaluation team shall include members of the CSO staff, and may include outside evaluators selected by the CSO at its sole discretion. The methodology to be used for the evaluation shall be shared with the Academy Board of Directors prior to the visit. The evaluation team Chair shall compile a comprehensive report for presentation to the Academy Board and University Board. The findings in the report shall constitute grounds for the University Board to reauthorize the Academy unconditionally, reauthorize the Academy on probationary status, not renew the Contract, or initiate suspension, termination or revocation proceedings under the Contract.

3. Probation Performance Audit

Any academy placed on probationary status by the University Board shall formulate a plan acceptable to the CSO detailing the Academy's strategy to address the concerns noted in the evaluation report upon which the decision to place the Academy on probation was based. The CSO shall schedule periodic Performance Audit evaluations to assess the Academy's compliance with the plan and progress towards achieving its Contractual Educational Goals and the Specific Mission Goals. The evaluation team shall include members of the CSO staff, and may include outside evaluators selected by the CSO at its sole discretion.

The methodology to be used for the evaluation shall be shared with the Academy Board at the beginning of the evaluation process. The evaluation team Chair shall compile periodic reports, at such times requested by the CSO Director, for presentation to the Academy Board and University Board. Such reports shall be used for informational purposes only in considering the Academy's ongoing status, and as a critical document for consideration for reauthorization.

B. 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 a method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its Contractual Educational Goals.

C. Probationary Academy Indebtedness or Contractual Arrangements

There is no assurance that a probationary Academy's Contract will continue in effect until the end of its proposed Contract term and no assurance that it will be extended for any period beyond the end of its proposed contract term. Due to the uncertain status of an Academy on probation, an Academy on probation shall not commit to any indebtedness or contractual arrangements or lease that would require payments to be made by the Academy after the Academy's existing Contract expiration date. Any transaction that is required to be submitted for review by the CSO Director pursuant to the CSO's Facility Finance and Property Acquisition Policies by an Academy on probation 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.

D. Academy Board Obligations Relating to Academy Probation

Within sixty (60) days of receiving notification that the University Board has voted to place the Academy on probation, the Academy Board shall provide the CSO Director with an Academy Probation Plan.

At a minimum, the Academy Probation Plan must:

- Specifically address how the items identified in the evaluation report as needing improvement will be improved.
- Identify specific, measurable, attainable, relevant and time bound criteria for improvement, with a quantifiable method of assessment.
- Not be disapproved by the CSO.

Upon receiving notification that the CSO does not disapprove the Academy Probation Plan, the Academy Board shall promptly implement the Plan. The CSO will audit the implementation as provided in paragraph A.3. above. Academies that are meeting the criteria established by an implemented Plan as determined by the evaluative review(s) may be recommended for renewal of their Contract. Academies that continue to need improvement, by failing to meet the standards of the CSO within a reasonable time as determined by the CSO, may be recommended for the initiation of suspension, termination or revocation proceedings under the Contract.

Revised: December 8, 2011
 March 28, 2012



CHARTER SCHOOLS OFFICE POLICY

Adopted: December 2010

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.
- I. 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

FERRIS STATE UNIVERSITY CERTIFICATE OF SECRETARY TO THE BOARD OF TRUSTEES

I, Karen K. Huisman, Secretary to the Board of Trustees of Ferris State University, a constitutional body corporate of the State of Michigan, hereby certify that the attached is a true, complete and correct copy of the Resolution duly adopted by the Board of Trustees at a formal meeting of the Board of Trustees held on **February 22, 2013**, 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: **Alisha M. Baker, Paul E. Boyer, Erin R. Brown, Gary L. Granger, Lori A. Gwizdala, D. William Lakin, Arthur L. Tebo and Sueann L. Walz.**

I FURTHER CERTIFY that **all Trustees listed above** voted in favor of adoption of the attached Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of February, 2013.




Karen K. Huisman
Secretary to the Board of Trustees

BOARD OF TRUSTEES
1201 S. State Street, CSS 301, Big Rapids, MI 49307-2747
Phone 231 591-2505

February 22, 2013

3b.1. Conditional Authorization for Muskegon Montessori Academy for Environmental Change

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

RESOLUTION

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan Public School System by enacting Act No. 362 of the Public Acts of 1993; and,

WHEREAS, according to this enacted law, the Ferris State University Board of Trustees (“University Board of Trustees”), as the governing board of a State public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and,

WHEREAS, Act No. 362 of Public Acts of 1993 has been ruled constitutional by the Michigan Supreme Court; and,

WHEREAS, the Michigan legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and,

WHEREAS, the University Board of Trustees has developed the following three (3) principles to guide its work in authorizing public school academies: compatibility and congruence of the academy’s educational program with the University mission; financial unnecessary risk; and curriculum and program quality for the academy that will reflect positively on the University; and,

WHEREAS, the University Board of Trustees has requested applications from organizing public school academies and reviewed the applications received according to the provisions set forth by the Michigan Legislature and the University’s principles for authorizing public school academies; and,

WHEREAS, the University Board of Trustees contracts to charter public school academies under Part 6a of the Revised School Code (“Code”).

NOW THEREFORE BE IT RESOLVED:

1. That the application for Muskegon Montessori Academy for Environmental Change in Norton Shores, Michigan, was submitted under Section 502 of the Code, subject to the conditions set forth herein, appears consistent with the requirements of applicable law and the

University Board of Trustees' principles for authorizing public school academies, and is therefore approved contingent upon (a) the submission of a completed final application that satisfies all of said conditions, and (b) the availability of a public school academy charter under applicable provisions of Michigan law;

2. That the University Board of Trustees establishes the method of selection, length of term, and number of members of the Academy's Board of Directors, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

h. Resignation. Any member of the Academy Board may resign at any time by providing written notice to the Academy or the CSO. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy board member who fails to attend three (3) consecutive Academy board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the University Board, or the CSO Director, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy board member. A successor shall be appointed as provided by the method of selection adopted by the University Board.

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

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

k. Initial Members of the Board of Directors. Provided that each initial member submits a completed Academy Board Application, successfully completes a criminal background/record and reference check, and if requested to do so, participates in a mutually satisfactory personal interview with the University Board of Trustees or its designee, the Ferris State University Board of Trustees appoints the following six (6) persons to serve as initial members of the Academy's Board of Directors:

Kristy Crocker
1403 5th Street
Muskegon, MI 49441

Renae Hesselink
1137 Woodcrest St.
Muskegon, MI 49442

Gregory Sherman
16001 Waterleaf Trail

Brett Thorsen
6258 Henry St.

Spring Lake, MI 49457

Muskegon, MI 49441

Janet Vail
1241 Hawthorne Hills Dr.
Ada, MI 49301

Rick T. Willinger
4886 Oakway Ct., NE
Grand Rapids, MI 49525

3. That the University Board of Trustees approves and authorizes the execution of a contract with the Academy, substantially in the form of the draft contract to charter a public school academy which has been provided to the Board of Trustees in connection with its consideration of this Resolution, and authorizes the President of the University, or his designee, to execute the contract to charter a public school academy and related documents between the Academy and the University Board of Trustees, provided that, before execution of the contract and any related documents, the Director of Charter Schools determines that all terms of the contract and any related documents have been agreed upon, a completed final application has been received by the University, all of the conditions set forth herein have been complied with, and the Academy is able to comply with all terms and conditions of the contract and related documents. The conditions upon which this application is approved, and upon which the Academy is authorized, include, but are not limited to, the following:

a. The Academy's proposed school site must be approved for occupancy as a school by the Office of Fire Safety. Additionally, the proposed site must be made the subject of an environmental assessment and audit acceptable to the FSU Director of Charter Schools.

b. The Academy's proposed school site must be approved for occupancy by the local County Health Department and receive accessibility certification from the appropriate governmental authority.

c. The Academy must submit a completed and satisfactory Board Questionnaire for each Board nominee.

d. The Academy must submit to the FSU Director of Charter Schools the following items, in a form that is not disapproved by the FSU Director of Charter Schools:

1. A management contract for the Academy between the Academy Board and a management company, if the Academy Board chooses one;

2. A signed lease agreement between the Academy and the owner of the proposed school site, or a deed of ownership by the Academy, together with a detailed plan of the proposed school facilities;

3. A three-year projected budget which contains a full description of the financial resources available to the Academy for organizational and start-up purposes;

4. Documentation supporting the availability to the school of \$150,000 for start-up funds;

5. A list of quantifiably measurable educational goals and standards by which the Academy's goals will be monitored and held accountable, and an assessment plan by which the Academy's goals will be measured;

6. A satisfactory curriculum outline, which shall include a plan for specific grade level curriculum elements as developed by certified instructional staff;

7. A detailed description of the means by which the management company will be held accountable to the Academy Board for the day-to-day performance of its obligations under the management contract;

8. A complete and specific school calendar that includes the required number of pupil instructional hours and staff development days.

e. This conditional approval and authorization extended to grades pre-kindergarten through 8th grade. Any variation from this schedule must be approved by the University's Director of Charter Schools.

4. If the Academy fails to open and commence regular student instruction on or before September 3, 2013, the CSO Director will have the option to require that the Academy's opening be delayed for a period of up to one year from that date, as determined by the CSO Director, in his sole discretion.

date, as determined by the CSO Director, in his sole discretion.

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2013

BETWEEN

**MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE
(A PUBLIC SCHOOL ACADEMY)**

AND

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

CONFIRMING THE STATUS OF

**MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL
CHANGE**

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 new 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 the responsibility for authorizing the establishment of public school academies; and

WHEREAS, The University Board has considered the Application for the authorization of MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE (the "Academy"); and

NOW, THEREFORE, pursuant to the Code the University Board 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 MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE which is authorized as a public school academy pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE.

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

(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 authorization of the Academy.

(e) “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.

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

(g) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.

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

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

(j) “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.

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

(l) “Resolution” means the authorization or re-authorization Resolution adopted by the Ferris State University Board of Trustees on November 2, 2012, 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.

(m) “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.

(n) “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.

(o) “Terms and Conditions” means this document entitled “Terms And Conditions Of Contract, Dated July 1, 2013, Between MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE (A Public School Academy) And Ferris State University Board Of Trustees Confirming The Status Of MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE As A Public School Academy.”

(p) “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.

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

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

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

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

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

Section 1.4. Statutory Definitions. Statutory terms defined in Part 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 (including without limitation these Terms and Conditions and items incorporated by reference into this Contract), this Contract shall be interpreted as follows: the language in the Resolution, the Policies (to the extent applicable as provided in Section 12.16), the Schedules, the Terms and Conditions, and the Application shall control, in that order of priority.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Ferris State University. Ferris State University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board to authorize public school academies. Nothing in this Contract shall be deemed to be any waiver of Ferris State University's autonomy or powers and the Academy shall not be deemed to be a part of Ferris State University.

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 shall be included as a part of Schedule 5.

Section 3.7. 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 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 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.

Section 3.8. University Board Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term without any further action of either the Academy or the University Board.

An Academy seeking a new contract shall make a formal request to the University Board in writing at least two years prior to the end of the current Contract term. The University Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect to not issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

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

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

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

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 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 Resolution.

Section 4.4. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the CSO.

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, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. Unless amended pursuant to this Contract, the Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. Unless amended pursuant to Article IX of the Bylaws, the Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy.

ARTICLE VI

OPERATING REQUIREMENTS

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

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

Section 6.3. Methods of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall also annually administer the Global Scholar (Scantron) test to each grade or grouping level, except that the CSO Director may exempt grades K-2 from this requirement in 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;
- (b) an assessment of student performances at the end of each academy school year or at such other times as the University Board or the CSO Director may reasonably request;
- (c) an annual education report in accordance with the Code; and
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the CSO Director; and
- (e) all tests required under Applicable Law.

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 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 15th 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. By November 30th of each year, the Academy Board shall contemporaneously provide to the University Charter Schools Office a copy of any responses to auditor's management letters.

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 measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the 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. 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. Reports to the CSO Director and University Board. The Academy shall provide the CSO Director with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University President. The CSO Director shall make copies of these reports available to the University Board. At a minimum, 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 Director may request; and

(b) an objective evaluation of student performances and the Academy's operations and procedures, not less frequently than at 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 the University Board. Such evaluation report may constitute grounds for the University Board to continue, suspend, terminate or revoke the Contract, not issue a new Contract at the end of the term of the Contract, or to place the Academy on Probationary Status.

Section 6.13. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Contractual Educational Goals. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set

forth as Schedule 4, as well as any additional duties specifically adopted for the Academy by the University Board based on the Academy's circumstances. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its Contractual Educational Goals.

Section 6.14. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the CSO for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to the matriculation agreement.

Section 6.15. Postings of AYP and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

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

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act (“FOIA”), Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information officer to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy. If the Academy refuses to comply with a FOIA request and such request is presented to and answered by the University, the Academy shall be responsible for paying the total unreimbursed cost incurred by the University in complying with the request, including, but not limited to, University employee time and copying costs.

Section 8.5. Public Employees Relations Act. The Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled Laws.

Section 8.6. Prevailing Wage and Fringe Benefits on State Projects. To the extent required by law, the Academy shall comply with Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Competitive Bidding. The Academy shall comply with Sections 1267 and 1274 of the Code.

Section 8.8. Public School Employees Retirement Act of 1979. Pursuant to Act No. 318 of the Public Acts of 1993, and Act No. 272 of the Public Acts of 1995, the Academy shall comply with Act No. 300 of the Public Acts of 1980, being Sections 38.1301 to 38.1391 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall comply with the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being Sections 37.2101 to 37.2804 of the Michigan Compiled Laws, and the Michigan Handicappers' Civil Rights Act, Act No. 220 of the Public Acts of 1976, as amended, being Sections 37.1101 to 37.1607 of the Michigan Compiled Laws.

Section 8.10. Incompatible Public Offices Law. The Academy shall ensure that its Directors, officers and employees comply with the Incompatible Public Offices Act, Act No. 566 of the Public Acts of 1978, as amended, being Sections 15.181 et seq. of the Michigan Compiled Laws.

Section 8.11. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.12. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws.

Section 8.13. Public Employees Health Benefit Act. If the Academy provides medical, optical, or dental benefits to employees and their dependents, the Academy shall provide those benefits in accordance with, and shall comply with the Public Employees Health Benefit Act, Act No. 106 of the Public Acts of 2007, being MCL 124.71 to 124.85 of the Michigan Compiled Laws.

Section 8.14. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.15. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The University Board and the Academy acknowledge that the operation and administration of a 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. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, MCL 380.551 et seq. (“Part 6E”), and the University Board determines that the Academy meets the University Board’s and the Code’s eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

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 or his or her 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 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 his or her 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 his or her designee so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Termination by the Academy. At any time, for any reason, the Academy Board may terminate this Contract by presenting to the University Board a certified resolution requesting termination. This Contract shall terminate one (1) year from the date the University Board receives notice of the Academy Board's termination resolution.

Section 10.2. Automatic Amendment or Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, 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 revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Board shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.3. Termination by the University. The University Board may terminate this Contract before the end of the Term as follows:

(a) Termination With or Without Cause. Except as otherwise provided in subsections (b) or (c), the University Board, in its sole discretion, reserves the right to terminate the Contract for any reason provided that such termination shall not take place less than one (1) year from the date of the University Board's action. The Charter Schools Office shall provide notice of the termination to the Academy. If, during the period between the Authorizing Body action to terminate and the effective date of termination, it is determined the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, 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 the University Board may terminate the Contract at the end of the Academy's

school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this Section 10.3.

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

(a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two 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, 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 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; or (iv) the appointment of a new Academy Board or a trustee to take over operations of the Academy. The CSO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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(e) or (f), the CSO Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the CSO Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the 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 10.8.

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

Section 10.10. 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.

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.

Section 11.2. Criminal Background Checks and Disclosure Statements. The Academy shall comply with section 1230 and 1230a of 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 section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.2 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.3. The Academy Budget. 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.* The Academy Board shall submit a copy of its proposed annual budget to the University Charter Schools Office on or before June 30 of each year, and its final budget to the University Charter Schools Office on or before June 30 of each year. The annual budget shall detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the University Charter Schools Office. The

Academy Board shall not approve or adopt any budget that would cause or permit the Academy to be operated at a budget deficit.

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.

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., 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 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.

When changing insurance programs or carriers, the Academy shall provide copies of the proposed policies to the University Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the University Charter Schools Office.

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 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.

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 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. The Academy will not advertise or make any public use of, nor otherwise publicize or hold out the entering into this Contract. All other actions taken by the University Board with respect to the Academy shall not be taken as an endorsement in any way by the University of the Academy or any aspect thereof.

Section 11.23. Lease or Deed for Single Site. The Academy shall provide to the designee of the University Board signed copies of its lease or deed for the premises in which the Academy shall operate. A current copy of the Academy's deed or lease shall be kept on file at the Charter Schools Office and at the Academy

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 with this Section 11.24. The Academy shall provide to the designee of the University Board the following:

(a) a copy of the final building occupancy inspection letter from the Michigan Consumer and Industry Services' 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. Environmental Matters.

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

1. 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.

2. 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.

3. 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.

4. 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.

1. "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.

2. “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:

(i) 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;

(ii) petroleum;

(iii) asbestos;

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

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

(vi) 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.

Section 11.26. 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 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.

(b) Information to be provided by Educational Service Providers. If the Academy enters into an ESP Agreement, the ESP Agreement shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including without limitation 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 subparagraph (a).

Section 11.27. Limitation On Facilities Expenditures. The Academy may not 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 described on Schedule 6.

Section 11.28. 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 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 11.29. 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.

Section 11.30. 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.

ARTICLE XII

GENERAL TERMS

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

If to the Board of Trustees of Ferris State University:

Director of Charter Schools
Ferris State University
1020 Maple Street
Big Rapids, MI 49307-1649

with a copy to:

Miles Postema
Ferris State University
Office of the General Counsel
McKessy House
120 East Cedar Street
Big Rapids, MI 49307-2202

If to Academy Board:

Renaë Hesselink
1137 Woodcrest St.
Muskegon, MI 49441

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

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

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

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

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

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

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

Section 12.9. Access to Copies of Contract. The Academy and the University Board agree to make copies of this Contract available, for public inspection, at their administrative offices during normal business hours.

Section 12.10. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of FIVE (5) academic years as determined by resolution of Ferris State University and shall terminate on June 30, 2018 unless sooner terminated according to the terms hereof.

Section 12.11. 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 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 of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.12. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.13. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.14. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.15. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.16. University Board and CSO Policies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of (i) existing University Board or CSO policies regarding public school academies which shall apply immediately and (ii) amendments to University Board or CSO Policies that are required by Applicable Law which shall apply immediately, University Board or CSO policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy after thirty (30) days notice, provided they are not inconsistent with provisions of this Contract.”

Section 12.17. Survival of Provision. The terms, provisions, and representations contained in Section 11.9, Section 11.21, Section 12.11, Section 12.15, and other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

By operation of law, the changes in law under Act 277 identified in this Contract Amendment shall take effect on March 28, 2012.

These amendments are hereby acknowledged by the University Board and the Academy through their authorized designees.

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

MUSKEGON MONTESSORI
ACADEMY FOR ENVIRONMENTAL
CHANGE

By: Genae Hesselink
Name Here
Its: Board President

FERRIS STATE UNIVERSITY
BOARD OF TRUSTEES

By: Alvin E. Eubank
University President
or his/her designee

Date: 3/20/13

Date: 3/22/13

CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

MUSKEGON MONTESSORI ACADEMY OF ENVIRONMENTAL CHANGE PROJECT TEAM

ID NUMBER: 71258U

received by facsimile transmission on January 31, 2013 is hereby endorsed

Filed on February 1, 2013 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1ST day of February, 2013.

A handwritten signature in black ink, appearing to read "A. Schaffer".

Director

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Document will be returned to the name and address you enter above 

**ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations**

Pursuant to the Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to 450.3192 ("Act") the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: **Muskegon Montessori Academy of Environmental Change Project Team.**

ARTICLE II

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

1. The corporation is organized for the purpose of planning and organizing a public school academy in the State of Michigan pursuant to Part 6A of the Code, 1976 PA 45, MCL 380.501 to 380.507.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$0

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

- a. Once authorized by a University to operate a Public School Academy it will utilize 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 161 Ottawa Ave., NW, Suite 600, Grand Rapids, MI 49503.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Mark R. Smith.

ARTICLE V

The name and address of the incorporators is as follows:

Mark R. Smith, Zoe Martinez and Terry Zabel all at 161 Ottawa Ave, NW, Grand Rapids, MI 49503

ARTICLE VI

The corporation is a non-profit entity.

ARTICLE VII

The initial Board of Directors shall consist of at least four members. Before the issuance of a Contract to the corporation by the University Board of the authorizing University, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Revised School Code, 1976 PA 45, MCL 380.501 to 380.507.

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

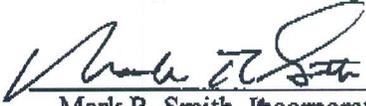
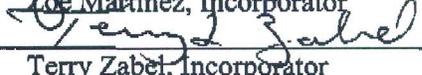
Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

ARTICLE X

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

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

The incorporator has executed these Articles of Incorporation on this 31st day of January, 2013.

By: 
Mark B. Smith, Incorporator
By: 
Joe Martinez, Incorporator
By: 
Terry Zabel, Incorporator

CONTRACT SCHEDULE 2

BYLAWS

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MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE

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BYLAWS
OF
MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHNAGE

ARTICLE I

NAME

This organization shall be called the MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE (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 University Charter Schools Office.

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 March 22, 2013.

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.

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

Section 3. Notice; Waiver. The Academy Board must comply with the 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 to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy 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, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting 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. 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.

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.

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 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.145 and 21.146 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. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

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 the March 20, 2013

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.

Kristy Crocker
Academy Board of Directors Secretary

APPROVED BY:

[Signature]
Designee of University Board

Dated: 3/22/13

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, 2013 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 MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract dated July 1, 2013, 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:

"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.

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

"Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into on July 1, 2013.

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

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

"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.

"State" means the State of Michigan.

"State Board" means State Board of Education.

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

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board requests permission to direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

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

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement between Ferris State University Board of Trustees and the Board of Directors of MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE.

By: 
Joseph L. Fielek, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: March 4, 2013

cc: Chief Deputy State Treasurer

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CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is made and shall become effective as of the 1st day of July, 2013, 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 MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE ("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:

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

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

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

"Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into on July, 1, 2013.

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

"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 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.

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CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

Muskegon Montessori Academy For Environmental Change

MiChoice LLC

Assistant Headmaster

Job Description

QUALIFICATIONS:

- Valid Michigan Administrator Certificate
- Masters degree in educational leadership or related field from a regionally accredited university preferred; doctorate desired.
- Successful experience as a teacher.
- Exemplary oral and written skills.
- Exemplary reputation in school and community.

REPORTS TO:

Headmaster

SUPERVISES:

Staff members designated by the Headmaster

JOB GOALS:

To assist the Headmaster in providing leadership to ensure and continuously improve the achievement of education, school development, accountability goals, business management, to increase parental involvement and satisfaction, community support, and to create excellent conditions for working and learning.

PERFORMANCE RESPONSIBILITIES:

- Assists the Headmaster in the overall administration of the Academy.
- Serves as the acting Headmaster in the absence of the Headmaster.
- Oversees safety inspections and safety drill practice activities.
- Assumes responsibility for coordinating transportation, custodial, cafeteria, other support services.
- Supervises the reporting and monitoring of student attendance and works with the staff for investigating follow-up activities.
- Assists with discipline throughout the student body and deals with special cases as necessary.
- Serves with guardians, faculty, and student groups as requested in advancing educational related activities and objectives.
- Performs record-keeping functions as the Headmaster directs.
- Supervises teachers and support staff as assigned by the Headmaster.
- Serves as the summer school Headmaster for instructional and recreational programs offered by the Academy.

- Seeks professional and personal development opportunities to develop knowledge and skills to become a Headmaster
- Performs such other tasks and assumes such other responsibilities as the Headmaster may assign.

TERMS OF EMPLOYMENT:

FULL or PART TIME

12 months. MIChoice LLC and the Academy Board establish salary and work year via the annual school operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The Academy Headmaster evaluates job performance through systematic input from various primary internal and external stakeholders. The Headmaster will review and may assist in evaluations as he or she deems appropriate.

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Computer Assisted Instruction Specialist
Job Description

QUALIFICATIONS:

- Bachelor's Degree preferred and or equivalent job experience; Associate's Degree or equivalent from a two-year college or technical school required.
- Experience in the field of technology instruction or computer assisted instruction preferred.
- Highly qualified under No Child Left Behind/MDE requirements.
- Demonstrated ability to work with children of various ages.
- Ability to follow directions of supervisor and seek guidance when needed.
- Works well with others from diverse backgrounds, emotions under control, and contributes to team spirit.
- Ability to communicate fluently verbally and in writing in English, including effective presentation of information and responding effectively to questions one on one and small group situations with students and staff.
- Knowledge of computer hardware to troubleshoot minor technical issues without assistance.
- Familiarity with Microsoft Office suite, student management systems, instructional management and delivery systems, content area specific software, and communications software.
- Willingness to thoroughly and quickly learn and utilize new programs.

REPORTS TO:

Headmaster

SUPERVISES:

Students, Teachers in Training, and Volunteers

JOB GOAL:

The computer assisted instruction specialist assists students and teachers in a classroom and computer lab setting by performing tasks related to computer assisted instruction, by facilitating the use of computer assisted instruction in the classroom, by ensuring the Academy is ready for blended instruction and computer adaptive testing.

PERFORMANCE RESPONSIBILITIES:

- Oversees and supervises students during computer assisted instruction, ensuring safety and security at all times.
- Assists students individually, in small groups, or large groups with lesson assignments in core subjects.

- Provides verbal and or written feedback of observations to assist teachers with evaluation of students.
- Ensures effective set up and maintenance of the media center and classroom technology used for instruction.
- Locates, analyzes, and recommends computer assisted instruction programs for classroom use and for skill development of students and staff.
- Professionally represents the Academy in interactions with parents, students, employees, and community.
- Works with colleagues to advance the visibility and goals of the Academy and disseminates pertinent news regarding the Academy.
- Monitors the use of the Internet, social media, and technology related communications of the Academy.
- Manages the Academy web site with the Headmaster and marketing professionals.
- Serves as the Academy contact for instructional services, including MACOMB ISD and technology maintenance.
- Plans, organizes, and coordinates activities to support the electronic classroom.
- Establishes and implements preventive maintenance schedule for all computers used for instructional purposes.
- Provides setup of audiovisual equipment for special events.
- Trains teachers in the use of technology in the classroom, including computers, handheld devices, data projectors, audiovisual equipment, and emerging technology devices in their instructional assignments.
- Participates in technology users groups and keeps current with the latest developments in instructional hardware and software.
- Is (or becomes) knowledgeable user and trainer of educational programs selected by the Academy; for example, Curriculum Crafter Tool, Zangle, Study Island, data warehouse, State instructional services reporting, MACOMB ISD Special Education management system, etc.
- Administers and develops reports for summative tests such as MEAP, Scantron Performance Series, EXPLORE, and for formative tests such as Curriculum Crafter Tool and other teacher made tests.
- Becomes knowledgeable of computer assisted techniques required for MEAP and other summative tests and ensures that teachers and students are competent in use of computer assisted techniques.
- Is fully competent to train teachers and students in computer adaptive testing and blended instruction.
- Serves on curriculum, instruction, and assessment committees to ensure that technology enhances learning.
- Ensures that student work is properly assessed, recorded and reported as directed by the Headmaster.
- Assumes other computer assisted instruction responsibilities at the request of the Headmaster.

TERMS OF EMPLOYMENT:

Budgeted position; 195 days with additional workdays budgeted and approved by the Headmaster.

EVALUATION: Headmaster or designee; teacher evaluation plan.

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Custodian
Job Description

QUALIFICATIONS:

- Attained the age of 18
- Passed physical exam to certify good health and being drug free
- Responsible and mature individual
- Demonstrated aptitude and competence for assigned responsibilities
- United States citizen, able to communicate in oral and written English

REPORTS TO:

Headmaster

JOB GOAL:

To provide students with a safe, attractive, comfortable, clean, and efficient place in which to learn, play, and develop their potential.

PERFORMANCE RESPONSIBILITIES:

- Keeps buildings and premises, including walkways, parking lot, and play areas neat and clean at all times.
- Regulates heat, ventilation, and air conditioning systems to provide temperatures appropriate the season and to ensure economical usage of fuel, water, and electricity.
- Shovels, plows and salts walks, driveways, parking areas, and steps, as appropriate.
- Checks daily to ensure that all exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Raises the United States flag at or before 8 a.m. on each school day, and lowers it at or after 3:30 p.m.
- Sweeps or vacuums classrooms daily and dusts furniture.
- Cleans corridors after school each day, and during the day when their condition requires it.
- Scrubs, hoses down, and disinfects bathroom floors daily, and cleans all sanitary fixtures and drinking fountains daily.
- Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard keeping chores as grass cutting, tree trimming, and the like, as necessary, to maintain the school grounds in a safe and attractive condition.
- Keeps all floors in a clean and attractive condition.
- Cleans all chalkboards and marker boards at least once a week.

- Makes such minor building repairs as he is capable of.
- Reports major repairs needed promptly to the Student Services Director.
- Maintains on a regular schedule all motors and other mechanical equipment requiring scheduled servicing.
- Reports immediately to the Student Services Director any damage to school property.
- Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his attendance required by the Student Services Director.
- Assumes responsibility for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment, and fuel on hand, and requisitions such needed replacements from the Student Services Director far enough in advance so that they may be delivered in such time as will not hinder the custodian in his/her duties.
- Conducts an ongoing program of general maintenance, upkeep, and repair.
- Moves furniture or equipment within buildings as required for various activities and as directed by the Student Services Director.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
- Assumes responsibility for the safe condition of boardwalks and piers and other outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinate and work with parent volunteers in their efforts to beautify school grounds.
- Tasks may include working alone in the following situations: ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and upon rooftops.
- Tasks may include lifting of objects up to 100 pounds.

TERMS OF EMPLOYMENT: FULL TIME or PART TIME

Twelve Months or Part Time. Salary and work year to be established by MIChoice and the Academy Board via the annual school operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

The Headmaster will evaluate job performance.

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Food Services Worker

QUALIFICATIONS:

- Attained the age of 18
- High School diploma or equivalent
- Food service experience; school food service training within 90 days of employment if needed
- Ability to read, follow directions, and maintain records
- Ability to work effectively with school personnel and students and in diverse school community
- Able to walk, lift up to 100 pounds, climb, bend, reach and kneel
- Operation of computer desired
- Solid record of punctuality
- Passed physical exam to certify good health and being drug free
- Valid driver's license
- United states citizen, able to communicate in oral and written English
- Satisfied employment requirements of Choice Schools Associates, including criminal records, drivers license, unprofessional conduct, and other checks.

REPORTS TO:

Headmaster

JOB GOAL:

To provide students with a safe, attractive, comfortable, clean, and efficient food service program.

PERFORMANCE RESPONSIBILITIES:

- Oversee preparation, packaging, and distribution of school meals.
- Collect cash for reduced price meals and full paid meals.
- Account for and report funds collected and meals for students and adults.
- Maintain food preparation and dining areas at ratings exceeding state standards.
- Clean tables, serving equipment, and general food service area.
- Maintain food service area and equipment and furnishings in neat, clean, and appealing condition.
- Achieve high levels of customer satisfaction by student participation rates and by students and adults ratings.
- Reports major repairs needed promptly to the Student Services Director.
- Reports immediately to the Student Services Director any damage to school property.
- Keeps an inventory of food, supplies, and equipment on hand, and makes requisitions to the Student Services Director far enough in advance to sustain a smooth running and continuous food service program.
- Conducts periodic inspections of equipment to ensure its safe operations and condition.
- Coordinates and works with parent volunteers to provide outstanding food services.

- Carries out other duties and responsibilities assigned by the Student Services Director.

TERMS OF EMPLOYMENT: FULL TIME or PART TIME
School Calendar for Students. Work year to be established by the Academy Board.

LEGAL REQUIREMENTS:
Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:
The Food Service Provider (if contract services) and Headmaster will evaluate job performance.

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Headmaster
Job Description

QUALIFICATIONS:

- Valid Michigan Administrator Certificate (State Superintendent of Public Instruction, 2012 MR 6, Eff. March 19, 2012)
- Master's degree (preferred) in educational leadership or related field from a regionally accredited university; doctorate desired.
- Experience as an assistant school administrator or comparable function
- Successful experience as a teacher
- Exemplary oral and written skills
- Exemplary reputation in school and community

REPORTS TO:

MIChoice Designee

JOB GOAL:

To provide leadership to ensure the achievement of educational, business management, school development, parent involvement, customer service, and accountability goals, to create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

PERFORMANCE RESPONSIBILITIES:

- Establishes and maintains an effective learning climate in the school.
- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Keeps the ESP consultant informed of routine matters related to administration and instruction and of events and activities of an unusual nature.
- Assists in the management and preparation of the Academy's budget.
- Supervises the maintenance of all required building records and reports.
- Prepares or oversees the preparation of reports, records, lists, and all other paperwork for which the Headmaster is responsible.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for observance of Board policies and regulations.
- Maintains active relationships with students and parents.
- Budgets school time to provide for efficient and effective use of time for instruction and business.

- Leads the ongoing development of the instructional program and student activities program.
- Establishes a master schedule to ensure compliance with instructional time requirements and Academy specific specialized environmental science programs.
- Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
- Design and carryout a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
- Supervises the maintenance of accurate records on the student progress and attendance of students.
- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, through enrollment in advanced courses, by reading professional journals and other leadership and management publications, and by discussing problems of mutual interest with others in the field.
- Supervises professional, paraprofessional, administrative, and non-professional personnel of the Academy.
- Assists in the recruiting, screening, hiring, training, training, assigning, and evaluating of the Academy's staff.
- Provides comprehensive orientation programs for new staff members and assists in their development.
- Evaluates and counsels all staff members regarding their individual and group performance.
- Conducts staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends to the ESP designee the discipline and or removal of an employee whose work performance is unsatisfactory.
- Makes arrangements for conferences between parents and teachers when needed.
- Create a school culture in which collaboration and collegiality guide relationships and decision making.
- Assumes responsibility for the use, safety, and administration of the school buildings and grounds.
- Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.
- Provides for adequate inventories of real and personal property under his/her jurisdiction and for the security and accountability for that property.
- Supervises all activities and programs that are outgrowths of the Academy's curriculum.
- Supervises and evaluates the Academy's extracurricular program.
- Serves as an ex officio member of all committees and councils within the Academy.
- Cooperates with college and university officials regarding teacher training and preparation.
- Responds to written and oral requests for information.
- Assumes responsibility for all official Academy correspondence and news releases approved by the ESP designee.

- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, to interpret Board policies and administrative directives, and to discuss and resolve individual student problems.
- Serves as a member of committees and attends such meetings as directed by the ESP designee.
- Delegates responsibility to responsible personnel to assume responsibility for the Academy in the absence of the Headmaster.

TERMS OF EMPLOYMENT: FULL TIME

Twelve months. Salary and work year to be established by MIChoice and the Academy Board.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Job performance will be evaluated by the designee of MIChoice through systematic input from the Academy Board and various primary internal and external stakeholders.

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Instructional Aide/Teacher Aide
Job Description

QUALIFICATIONS:

- Highly qualified status by Michigan Standards
- College degree preferred; two-years college desired; high school diploma required with highly qualified requirements met as defined in No Child Left Behind
- Evidence of effective communications with students, staff, and parents
- Evidence of self-control and aptitude for working in a school setting, including management of students
- Experience in educational setting with school age children
- Exemplary work habits verified by previous employers

REPORTS TO:

Headmaster, under Supervision of the Classroom Teacher

JOB GOAL:

To assist the teacher in carrying out appropriate classroom activities and maintaining a disruption-free learning environment.

PERFORMANCE RESPONSIBILITIES:

- Aids the teacher in preparing the classroom or laboratory for instruction.
- Helps the teacher prepare and distribute lesson materials.
- Instructs students under supervision of the teacher.
- Guides children in working and playing harmoniously with other children.
- Assists teacher in maintaining individual student records when asked.
- Assists the teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Collect and displays suitable materials for bulletin boards and other educational displays.
- Assists teachers with supervision of students during play periods.
- Accepts other related duties assigned by the School Headmaster.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

185 Work Days (May be extended by mutual consent). Salary established by MIChoice LLC and the Academy Board via the annual school-operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Teacher and Academy Headmaster

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Secretary-Bookkeeper
Job Description

QUALIFICATIONS:

- Two years college desired; high school graduation required
- Ability to communicate with students, staff, and parents using proper grammar and vocabulary
- Evidence of self-control and sound interpersonal skills
- Experience in educational setting with school age children desired
- Exemplary work habits verified by previous employers
- Computer skills in data processing, spreadsheets, databases, and research
- Trained and presently certified in CPR and first aid
- Possesses valid Michigan Driver's License

REPORTS TO:

Headmaster

JOB GOAL:

To assure the smooth and efficient operation of the school office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

PERFORMANCE RESPONSIBILITIES:

- Performs usual office routines.
- Handles and prepares correspondence for the Headmaster and Academy Board.
- Maintains student records as required by law and by local policy.
- Receives and routes all incoming calls.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Headmaster's front line representative.
- Maintains the daily teacher attendance record and substitute teacher records.
- Assists teachers in preparing instructional materials upon request.
- Processes enrollment procedures for all students.
- Compiles and maintains an up-to-date Directory of Students and Staff throughout the year.
- Maintains a log of visitors to the Academy.
- Carries out financial operations at the site level, including payroll, purchasing, and financial accounting in conjunction with Choice Schools Director of Business Services.

- Applies positive customer service to the role and is perceived as a team member by the staff.
- Assists teachers with simple technology questions.
- Manages the Academy Web Site.
- Other duties assigned by the Headmaster and MIChoice.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

12 Months. Salary established by MIChoice and the Academy Board via the annual school-operating budget.

Probationary Period of 45 School Days

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Headmaster

Muskegon Montessori Academy For Environmental Change

MIChoice LLC
Social Worker
Job Description

QUALIFICATIONS:

- Valid Michigan certificate as School Social Worker required.
- Demonstrated competence in all areas of assignment
- Social work case reporting and writing skills.
- Evidence in-depth knowledge of special education programs.
- An understanding of the Special Education and IEP process
- Excellent verbal and written expression.
- Ability to counsel students, parents, and staff, individually and in groups.

REPORTS TO:

Headmaster

PERFORMANCE RESPONSIBILITIES:

- Provides social work counseling to students and parents.
- Provides psycho-social assessment and diagnosis of behavioral disabilities with recommendations and/or environmental manipulations at the school, home and/or in the community with periodic reevaluations.
- Participates in case conferences involving cooperation with other pupil personnel workers, school personnel and community agencies.
- Makes referral to public or private agencies with appropriate follow-up.
- Serves as a liaison between school, family and community resources.
- Serves as a source of information regarding community resources.
- Acts as a consultant to resolve problems concerning issuance of credits.
- Evaluates transcripts; participates, as requested, in planning, implementation and follow-up phases of proficiency testing;
- Participates in the Individual Education Plan (IEP) process as required.
- Works with students on an individual basis in seeking solutions to personal problems related to such areas as home and family relations, health and emotional adjustment.
- Works cooperatively with the Health Education Teachers to carry out the Academy's sex education program.
- Maintains and administers the student records system according to Academy, state, and federal regulations and protects the system's confidentiality.
- Confers with parents whenever appropriate.
- Provides in-service training for staff in guidance programs and in student conflict resolution and self-awareness programs.
- Performs other duties and responsibilities assigned by the Headmaster.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

195 days or additional by extended contract. Salary established by MIChoice LLC. and approved by the Academy Board through the annual school operating budget approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The Headmaster evaluates job performance through systematic input from various primary internal and external stakeholders.

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Teacher
Job Description

QUALIFICATIONS:

- Valid Michigan teacher certificate and highly qualified requirements met as defined in No Child Left Behind.
- Montessori trained or willing to receive Montessori training upon employment within one year
- Prior to completing Montessori training, evidence of knowledge and skills associated with differentiated instruction and accelerated schools
- Demonstrated competence as a Reading/Language Arts teacher and as a Mathematics teacher
- Demonstrated competence in all areas of content responsibility
- Computer literate
- Respected as a student and as an individual
- Excellent verbal and written expression
- Strong interpersonal skills

REPORTS TO:
Headmaster

SUPERVISES:
Students, Instructional Aide, Volunteers, and Assigned Support Staff

JOB GOAL:

To provide students with a first class learning experience which contributes to their development as enlightened and responsible citizens and as leaders in their communities

PERFORMANCE RESPONSIBILITIES:

- Shares a commitment to the success of the mission, goals, and objectives of the Academy.
- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the Curriculum and adapts materials and methods to learning styles and abilities of students.

- Uses South Macomb instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the school, and the community.
- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of assignments, communications in large and small groups with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
- Works cooperatively with parents and generates parents' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Participates in the development of policies and regulations that affect instruction and conditions for success.
- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Shares responsibility for marketing the Academy in the community.
- Displays personal qualities which reflect favorably upon the individual, the group, and the school.
- Displays pride in being a teacher and a member of the West Michigan Academy of Environmental Science team.
- Assumes other responsibilities assigned by the Upper School Director in cooperation with Lower School Director.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

195 Days or Extended Contract for Additional Responsibilities

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Job performance will be evaluated by the Headmaster through systematic input from various primary internal and external stakeholders.

Muskegon Montessori Academy For Environmental Change
MIChoice LLC
Technology Coordinator
Job Description

QUALIFICATIONS:

- College degree in related field or equivalent experience
- Extensive knowledge of educational technologies
- Ability to communicate with students, staff, and parents using proper grammar and vocabulary
- Reputation for self-control and sound interpersonal skills
- Experience in educational setting working with multiple forms of media, technology, and Internet services
- Exemplary work habits verified by previous employers
- Computer skills in data processing, spreadsheets, databases, and research
- Trained in CPR and first aid

REPORTS TO:

Headmaster

JOB GOAL:

To assure the smooth and efficient operation of technology laboratory as the communications and operations center of the Academy which enables students and teachers to achieve educational excellence for all children.

PERFORMANCE RESPONSIBILITIES:

- Manages the media center/library and computer laboratory of the Academy.
- Supervises the use of technology, instructional, and communications media of the Academy.
- Provides tutorials to staff and students as needed.
- Teaches students knowledge and skills to use computers as tools for learning, responsible recreation, and research.
- Supervises responsible use of the Internet by students and staff and maintains system security.
- Assists teachers in the selection of books and other instructional materials and makes media center materials available to supplement the instructional program.
- Cooperates with school staff to determine appropriate use of computers for instruction.
- Counsels with and gives reading guidance to students who have special reading problems or unusual intellectual interests.

- Coordinates the purchase, distribution, and inventorying of computer hardware and software.
- Serves in an ex officio capacity to the Curriculum Committee to select and integrate proper technologies and software to exceed instructional objectives.
- Maintains a comprehensive and efficient system for cataloging materials and equipment and instructs teachers and students on proper use of the system.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

11 Months. Salary established by MIChoice LLC. and the Academy Board via the annual school-operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Headmaster

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Schedule 6
PHYSICAL FACILITIES ACKNOWLEDGEMENT

Muskegon Montessori Academy for Environmental Change will not occupy or use the facility until approved for occupancy by the Michigan Department of Energy, Labor and Economic Growth's Bureau of Construction Codes (Fire Marshall).

Description and Address of the Academy:

Address: 2950 McCracken Street, Norton Shores, MI 49441

Description: The brick construction facility is a 17,495 sq. ft. former church and school on 2.26 acres. The one story building contains four classrooms, a community activity center with gymnasium and open space available for three additional classrooms, kitchen and storage area, bathrooms, and a large storage area. The building is barrier free. The school site also includes parking areas and playground areas.

Grade Levels: Pre-Kindergarten through Sixth

Ownership: Muskegon Montessori Academy for Environmental Change Board of Directors; Purchase Agreement Attached

Name of School District and Intermediate School District:

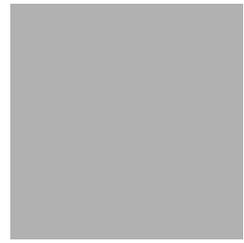
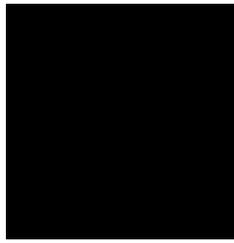
School District: Mona Shores Public Schools

ISD: Muskegon Area Intermediate School District

Floor Plan: Attached

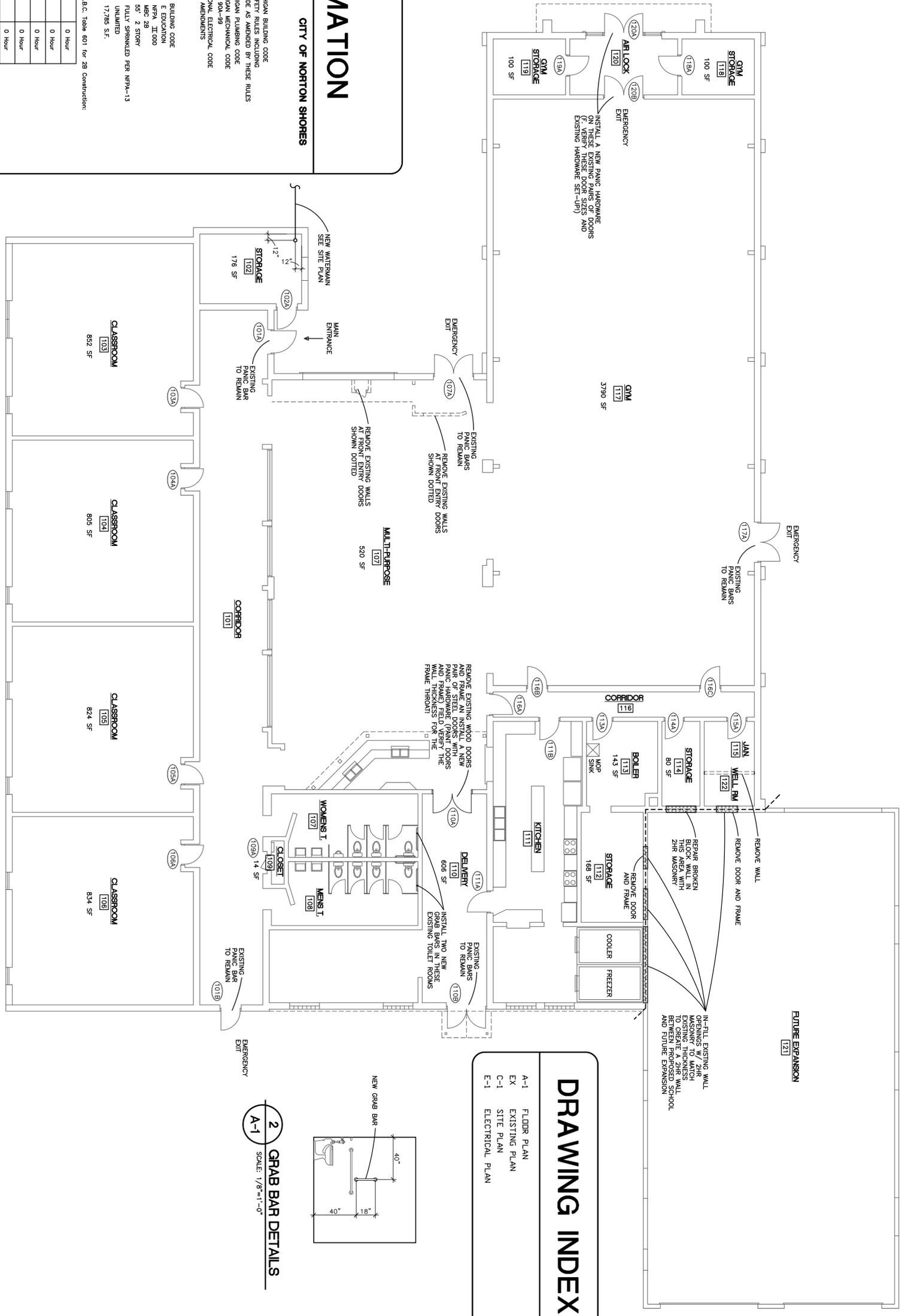
Site Plan: Attached

Aerial



DRAWING INDEX

A-1	FLOOR PLAN
EX	EXISTING PLAN
C-1	SITE PLAN
E-1	ELECTRICAL PLAN



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 are 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.

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SECTION a

GOVERNANCE STRUCTURE OF PUBLIC SCHOOL ACADEMY

GOVERNANCE STRUCTURE

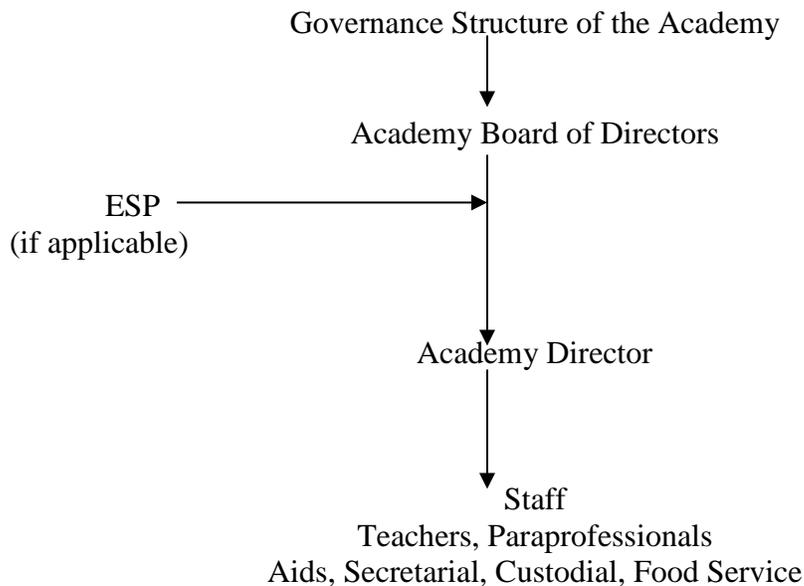
The University Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to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



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SECTION b

EDUCATIONAL GOAL POLICIES



Charter Schools Office

EDUCATIONAL GOALS AND RELATED MEASURES

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

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), these Educational Goal Policies ("EG 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 on or after the date set forth below*. 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, and will be taken into account when considering reauthorization of an academy upon expiration of the contract.

*This policy shall apply to new contracts effective July 1, 2013. Academies under existing contracts can opt in at their discretion until July, 2014, at which time the policy will apply to all academies.

A. EDUCATIONAL GOALS AND RELATED MEASURES

The Academy shall pursue the educational goal of preparing all students academically for success in college, work and life. Upon request, the Academy shall provide Ferris State University with a written report, along with supporting data, demonstrating improved academic achievement for all groups of students and measurable progress toward the achievement of the educational goal. This report shall also include how the Academy is assessing student literacy and providing the special assistance necessary to help all students bring their reading skills to grade level. For students that fail to score satisfactorily on the Reading portion of the 4th or 7th grade MEAP, this special assistance must also include a plan for helping these students bring their reading skills to grade level within 12 months.

It is expected that the Academy will meet the State of Michigan's accreditation standards and any improvement targets required to be achieved pursuant to state and federal law. The Academy is also expected to remain off the Priority and Focus school lists published by the Michigan Department of Education. If the Academy already has school buildings identified on these lists, it is expected to make the progress necessary for them to no longer be identified.

B. EDUCATIONAL GOALS TO BE ACHIEVED

Prepare all students academically for success in college, work and life.

C. MEASURE FOR DETERMING GOAL ACHIEVEMENT

To determine whether the Academy is demonstrating measurable progress in preparing all students academically for success in college, work and life, Ferris State University will assess the Academy's performance using the following measures of student growth and achievement. The Academy will properly administer the tests detailed under each of the following metrics in accordance with the time frames identified in the Academy's Master Calendar of Reporting Requirements. Each year, within 30 days after receiving the student test results from the fall testing window, the Academy and Ferris State University will consult to establish the baseline and specify the academic growth the Academy needs to make with students to help them reach the college readiness achievement targets identified in Appendix A.

Measure 1: Student Growth

Improved academic achievement for all groups of students in grades 2-12 will be assessed using the following metrics and growth targets:

Grade(s)	Metric	Growth Targets
Grades 2-8	Growth made by students from fall-to-spring in reading and math as measured by scaled scores on the Performance Series by GlobalScholar®.	Students' academic growth will demonstrate, on average, quantifiable academic progress as specified in Item C in the policy towards the grade-level reading and math college readiness achievement targets identified in Appendix A
Grades 8-12	Growth made by students in reading, math, science, and English as measured by subject scores on the EXPLORE, PLAN and ACT tests.	Students' academic growth between tests, on average, will demonstrate quantifiable academic progress as specified in Item C in the policy toward the grade-level reading, math, science and English college readiness achievement targets identified in Appendix A

Measure 2: Student Achievement

The academic achievement of all students in grades 2-12, who have been enrolled for three or more years at the Academy, will be assessed using the following metrics and achievement targets:

Grade(s)	Metric	Achievement Targets
Grades 2-7	The average college readiness level based on scaled scores from the Performance Series by GlobalScholar® reading and math tests administered in the spring.	Students enrolled for three or more years will, on average, achieve scaled scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in Appendix A.
Grades 8-12	The average college readiness level based on subject scores from the EXPLORE®, PLAN® and ACT® tests by ACT, Inc. administered in the spring.	Students enrolled for three or more years will, on average, achieve EXPLORE, PLAN and ACT subject scores equal to or greater than the grade-level reading, math, science and English college readiness achievement targets identified in Appendix A .

Measure 3: Student Achievement-Relative Performance and State/Federal Accountability

The academic achievement of Full Academic Year Students will be assessed using the following metrics and achievement targets:

Grade(s)	Metric	Achievement Targets
Grades 3-9	Michigan Educational Assessment Program (MEAP)	On average, the Academy will score equal to or greater than the performance of its Composite Resident District in reading and math.
Grade 11	Michigan Merit Examination (MME)	
Grades 3-9 and 11	State Accountability Scorecard/MEAP	In order to assure that academies authorized by FSU meet the requirements of the state accreditation system, the Academy will (achieve/sustain) a 70% (Green Status) or higher.

a) New Academies

After the first and second year of operation, new academies will be expected to improve academic achievement for all groups of students using the following measures:

Measure 1: Student Growth

Measure 2: Student Achievement- Exempt

Measure 3: Relative Performance and State/Federal Accountability

At the completion of the third year, cohorts (students enrolled three years) will be established allowing the FSU-CSO to measure student achievement using Performance Series testing data.

b) Strict Discipline Academies

Academies designated as Strict Discipline 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 FSU-CSO and shall be attached to this contract.

c) Additional Goals

FSU-CSO also recommends the Academy submit additional goals to address civility, overall student development, or other goals deemed appropriate by the Academy Board.

D. ACADEMY BOARD MISSION SPECIFIC GOALS

FSU requires each academy, in addition to adopting the Contractual Educational Goals, to develop measurable goals that can be evaluated to determine whether the Academy is accomplishing its stated mission. Mission specific educational goals should be used to demonstrate achievement in areas that are central to the Academy’s mission and vision, yet should not overlap with the academic and non-academic measures already addressed in the Contractual Educational Goals that are aligned with federal, state, and FSU accountability measures. The Academy’s progress towards achieving those educational goals as set forth in the Charter Contract is a performance measure tracked annually and evaluated during mid-contract review and reauthorization.

Appendix A College Readiness Achievement Targets

To ensure that students attending the Academy are equipped with the knowledge and skills needed for success in college and careers, the FSU-CSO has adopted College and Career Readiness Achievement Targets developed by Central Michigan University and the National Charter Schools Institute. **These targets define the minimum level of attainment necessary to be considered college ready.**

GlobalScholar® Performance Series Grade Level College Readiness Targets

Reading			Math		
Grade	Test term	Benchmark	Grade	Test term	Benchmark
2	Fall	1961	2	Fall	1991
2	Winter	2113	2	Winter	2091
2	Spring	2265	2	Spring	2191
3	Fall	2275	3	Fall	2186
3	Winter	2389	3	Winter	2283
3	Spring	2504	3	Spring	2380
4	Fall	2505	4	Fall	2339
4	Winter	2598	4	Winter	2418
4	Spring	2691	4	Spring	2497
5	Fall	2677	5	Fall	2438
5	Winter	2760	5	Winter	2526
5	Spring	2843	5	Spring	2615
6	Fall	2799	6	Fall	2546
6	Winter	2860	6	Winter	2640
6	Spring	2921	6	Spring	2733
7	Fall	2858	7	Fall	2613
7	Winter	2903	7	Winter	2706
7	Spring	2948	7	Spring	2800
8	Fall	2927	8	Fall	2684
8	Winter	2970	8	Winter	2787
8	Spring	3012	8	Spring	2890

Explore, Plan, and ACT College Readiness Targets

GRADE/TEST	READING	MATH	SCIENCE	ENGLISH
8-EXPLORE	15	17	20	13
9-EXPLORE	16	18	20	14
10-PLAN	17	19	21	15
11-ACT	21	22	24	18
12-ACT	21	22	24	18

SECTION c
CURRICULUM

SECTION d

METHODS OF PUPIL ASSESSMENT



Charter Schools Office

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

METHODS OF PUPIL ASSESSMENT

Grades	Assessment	Subjects
Grades K-1 *Optional	Performance Series by GlobalScholar®	Reading Foundations Math
Grades 2-8	Performance Series by GlobalScholar®	Math Reading
Grades 8-12 *Academies operating secondary grades	Explore Plan ACT	All
Grades 3-9	Michigan Educational Assessment Program (MEAP)	State Mandates
Grade 11	Michigan Merit Examination (MME)	State Mandates
Strict Discipline Academies		

Academies designated as Strict Discipline Academies as per the Michigan School Code may be exempted from certain parts of these requirements (GlobalScholar) due to their unique nature. In all cases, specific educational goals will be mutually developed and agreed upon by the Academy and FSU-CSO and shall be attached to this contract.

- All assessments must be in compliance with the Revised School Code
- The Academy is expected to sign, submit and adhere to the conditions of all related Testing Agreements requested by the FSU-CSO
- Academies are expected to follow the Required Testing Windows established annually by FSU-CSO

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SECTION e

ADMISSION POLICY AND CRITERIA

Admissions Policy and Criteria

ADMISSION OF STUDENTS

The Board of Directors will allow students who reside in the State of Michigan and meet the requirements of the Michigan Revised School Code, Section 380.13411(g) to enroll in the Academy in accordance with limits established by the Board of Directors.

As required by the Code, if initial enrollment of any grade or age exceeds available space a random lottery will be held to select those to be enrolled.

Preference will be given in the following order to:

- A. Currently-enrolled students;
- B. Siblings of enrolled students;
- C. Students from schools with which the Academy has entered into a matriculation agreement, which was reviewed and not disapproved by the Charter School Office.

When maximum enrollment for a grade or age has been reached, applicants shall be placed on a waiting list and admitted on a first-come, first-served basis.

The School Leader and/or the Educational Service Provider shall develop administrative guidelines for the proper implementation of this policy. Any admission denial, accompanied by the reason for denial, shall be reported to the Board at its next regular meeting.

Matriculation Agreements. Matriculation agreements for the Academy, whether as a Sending School or Receiving School, shall require prior review by the Charter School Office (“CSO”) Director in accordance with the following:

1. At least 30 days prior to the proposed date of execution of the matriculation agreement, the Academy shall submit the proposed agreement. To the maximum extent feasible, the Academy shall use the form of standard matriculation agreement provided by the CSO, with changes as appropriate for that agreement.
2. A written narrative shall be submitted with the proposed agreement, including the following, and any additional information which will assist in the CSO Director’s review of the proposed agreement:
 - a. The student population and distribution for each of the parties to the matriculation agreement;

- b. A description of any existing matriculation agreements to which either school is subject. If such agreements exist, information shall be provided concerning the student population and distribution for the parties to that agreement, and a discussion of the receiving school's ability to accommodate the proposed matriculation agreement, along with existing matriculation arrangements.
 - c. A brief description of the advantages of the matriculation agreement to the Academy, including subjects such as proximity, curriculum, and similar factors.
3. The term of the agreement shall not exceed the term of the existing charter contract with the Academy; it may be extended or renewed thereafter by separate subsequent approval of the schools, CSO and authorizing body of the other institution if applicable. The agreement shall be terminable at will without cause by either party or the CSO, upon not more than 90 days' advance notice.
 4. The agreement shall not prohibit the Academy from entering into additional matriculation agreements with other schools, and shall include a mechanism to provide selection of pupils from Sending Schools with matriculation agreements, if there is more than one such agreement.
 5. The Academy and other parties to the agreement shall remain separate and independent of public school academies.
 6. The receiving school shall select at least five percent (5%) of its pupils for enrollment using a random selection process, as required by the Michigan Revised School Code, and the agreement shall include provisions for selection of students from the Sending School, in the event that applications must be restricted to meet this requirement for random selection.
 7. The Academy as sending school shall monitor as appropriate the number of its students requesting enrollment in the receiving school, the results of such requests, and investigate as appropriate to determine the circumstances under which students requesting enrollment were not enrolled, subject to student privacy and similar laws.

Unless the CSO Director extends the review period, within 30 days of receiving a copy of a proposed agreement and description in compliance with this policy, 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 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. 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.

Admissions Policies must include:

Copy of the Academy Board's Admission Policy

Detailed description of the Academy's Lottery Process (included here)

Lottery Process:

Place the name and grade (or other system of grouping) of each student registered to enroll on a 3X5 card. Also on the card place the name and grad (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 students name on the sheet, Drawing or Sibling.)

Place sibling names on the appropriate roster sheets. (Note roster sheets should provide for identifying the status that placed the students name on the sheet, Drawing or Sibling.)

Remove sibling cards from their drawing group.

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

Continue the process and place the remaining student names on a waiting list roster for that group in the order they are drawn. (**Note: Do not remove sibling cards from their drawing group when a student is placed on the waiting list. They still have a chance of being selected during the drawing for their group or for another siblings group.**)

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

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

SECTION f

PUBLIC NOTICE OF ENROLLMENT PROCEDURES

Must contain a statement regarding nondiscrimination.

Public Notice of Enrollment Procedures

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.

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SECTION g

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

MUSKEGON MONTESSORI ACADEMY FOR ENVIRONMENTAL CHANGE
2013-2014 CALENDAR

August 26-30	Teachers Report for Professional Development
August 28	Muskegon ISD Professional Development Day
September 3	First Day of School for Students
November 8	Professional Development/Parent-Teacher Conferences
November 28-29	Thanksgiving Holiday
December 20	Last Day before Winter Break (Muskegon Area ISD Common Calendar)
December 23-January 3	School Closed for Winter Break (Muskegon Area ISD Common Calendar)
January 6	Classes Resume/Students Return from Winter Break (Muskegon Area ISD Common Calendar)
January 20	Martin Luther King, Jr. Day Holiday
February 14	Professional Development/Parent-Teacher Conferences
April 4	Last Day before Spring Break (Muskegon Area ISD Common Calendar)
April 7-11	Schools Closed for Spring Break (Muskegon Area ISD Common Calendar)
April 14	Classes Resume/Students Return from Spring Break (Muskegon Area ISD Common Calendar)
April 25	Professional Development/Parent-Teacher Conferences
May 26	Memorial Day Holiday
June 13	Last Day of School
June 16-17	Teacher Workshop Days

Total Number of Days 182/Number of Days Required by Statute 177

Instructional Hours Scheduled 1,183/Instructional Hours Required by Statute 1,098

September	20	February	19
October	23	March	21
November	18	April	16
December	15	May	21
January	19	June	10

School Day Schedule:

8:15	School Day Begins
8:15-11:30	Instruction
11:30-12:00	Lunch
12:00-3:15	Instruction
3:15	School Day Ends

SECTION h

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

**Age or Grade Range of Pupils to Be Enrolled
inserted here**

Muskegon Montessori Academy for Environmental Change is authorized to serve students in grades PK – 8.

CONTRACT SCHEDULE 8

INFORMATION AVAILABLE TO THE PUBLIC

**INFORMATION TO BE PROVIDED BY THE ACADEMY
AND/OR EDUCATION SERVICE PROVIDERS**

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 Section 11.26 (a) of the Terms and Conditions:

1. **Copy of the Contract**
2. **Copies of the executed Constitutional Oath of public office form for each serving Director**
3. List of currently serving Directors with name, address, and term of office
4. **Copy of the Academy Board's meeting calendar**
5. **Copy of public notice for all Academy Board meetings**
6. **Copy of Academy Board meeting agendas**
7. **Copy of Academy Board meeting minutes**
8. **Copy of Academy Board approved budget and amendments to the budget**
9. 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 back-ground **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 Section 11.26 (b) **of the Terms and Conditions**:

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.